

ALL INDIA TRANSPORT CONTRACT
2015-2016
(SCHEDULES - I, III A & VIII C)



COMMON MATERIALS MANAGEMENT - STORES
BHEL, RAMACHANDRAPURAM
HYDERABAD-502 032

Signature and Seal of the Transporter

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD-502 032

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

(COMMON MATERIALS MANAGEMENT - STORES)

Ref. No. HY/CMM-STORES/024/2015-'16

Date : 05.05.2015

TENDER NOTICE

Name of the department : (Common Materials Management - Stores)
Tender Reference No. : HY/CMM-STORES/024/2015-'16 Dated 05.05.2015
Name of the work : All India Transport Contract 2015-'16(Schedules I, IIIA & VIIC)

Sealed tenders in two part bids (Techno Commercial & Price bids) are invited in sealed covers, Superscribing the Tender Reference Number and Name of the work, will be received by Sr. DGM, Vendor Complex, Beside Administrative building, M/s. BHEL, Ramachandrapuram, Hyderabad-502 032, from the bidders satisfying the Pre-qualification requirements indicated at Annexure C and will be opened by the undersigned or his nominee at ADMINISTRATIVE BUILDING, 1st Floor, ABC Conference Hall, BHEL, Ramachandrapuram, Hyderabad in the presence of bidders or their Authorized agents.

1.	Name of work	:	ALL INDIA TRANSPORT CONTRACT 2015-2016 for Schedules I, IIIA & VIIC.
2.	Sale of Tenders	:	21.05.2015 to 08.06.2015 08.00 Hrs. to 14.00 Hrs.
3.	Last date for receipt of tender	:	09.06..2015 – 11.00 Hrs.
4.	Date and time of tender opening	:	09.06.2015 – 13.00 Hrs.
5.	Period of contract	:	12 Months from the date of awardal of contract.
6.	Earnest Money Deposit (EMD)	:	Sch-1 - Rs. 20,000/- Sch-III A - Rs. 40,000/- Sch-VIII(C) - Rs. 20,000/- Details at Page No. 7 & 8.
7.	Cost of the tender document (Direct Purchase from BHEL/ downloaded from web)	:	Rs.500.00 (Non Refundable) by DD/Pay order from any Nationalized bank in favour of BHEL, payable at Hyderabad

Note: Transporters who were technically qualified in Schedules I, IIIA & VIIC of AITC 2012-14(Ref No. HY/CMM-STORES/024/2012-'14 dtd: 01.08.2012) need not submit Technical bids. They need to submit only the price bid.

(SADANANDAM)
DGM /STORES (CMM)

To:
M/s.....

Signature and Seal of the Transporter



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RAMACHANDRAPURAM, HYDERABAD-502 032

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

(COMMON MATERIALS MANAGEMENT - STORES)

Annexure A

INSTRUCTIONS TO BIDDERS

THE BIDDERS ARE ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS AND TENDER SCHEDULES ENCLOSED CAREFULLY BEFORE SUBMITTING THEIR QUOTATIONS. THE BIDDERS MAY CONTACT DGM/STORES-CMM FOR ANY CLARIFICATION REQUIRED IN THIS REGARD.

01.0 Sealed Tenders are hereby invited from experienced, reliable, resourceful & financially sound transport carriers having a fleet of vehicles and network of Branches, for transportation of Smalls & Part-Loads, Speed Cargo, LCV, HCV, Open Truck, Taurus and Trailer Loads up to 35 MT (by Mechanical Trailers).

02.0 **PROCEDURE TO SUBMIT TENDERS :**

Sealed tenders in the BHEL's proforma enclosed shall be submitted in the following manner:

02.01 The bids shall be submitted in two parts namely

(i) **Techno- Commercial Bid**

(ii) **Price Bid.**

02.02 Techno - Commercial Bid in the proforma enclosed together with the required documents and DD / Pay Order towards EMD from any Nationalized Bank drawn in favour of "Bharat Heavy Electricals Limited", payable at Ramachandrapuram, Hyderabad shall be submitted in a separate sealed cover super scribing name of the Bidders as "All India Transport Contract 2015-'16 for Schedules I, IIIA & VIII C", "TECHNO COMMERCIAL BID", Tender Ref. No. : HY/CMM-STORES/024/2015-'16 dtd 05.05.2015.

The EMD amount to be submitted for the quoted Schedules is as shown below.

S.No.	Schedules	Estimated Billing for one year/transporter	EMD Amount
1	Schedule I	Rs. 6,00,000/-	Rs. 20,000/-
2	Schedule III A	Rs. 15,50,000/-	Rs. 40,000/-
3	Schedule VIII C	Rs. 8,50,000/-	Rs. 20,000/-

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The rate of EMD(Earnest Money Deposit) shall be as under as per the Works Policy:

- Works costing up to Rs. 2 lakhs : Nil
- Works costing more than Rs. 2 lakhs and up to Rs. 5 lakhs : Rs. 10,000/-
- Works costing more than Rs. 5 lakhs and up to Rs. 10 lakhs : Rs. 20,000/-
- Works costing more than Rs.10 lakhs and up to Rs. 20 lakhs : Rs. 40,000/-
- Works costing more than Rs.20 lakhs and up to Rs. 30 lakhs : Rs. 60,000/-
- Works costing more than Rs.30 lakhs and up to Rs. 50 lakhs : Rs.1,00,000/-
- Works costing more than Rs.50 lakhs and up to Rs.100 lakhs : Rs.1,50,000/-
- **Works costing more than Rs.100 lakhs : Rs. 2,00,000/-**

Accordingly **Single EMD** to be submitted shall be the total of individual EMDs of all the schedules quoted.

Examples:

S.No.	Schedules quoted	EMD to be submitted.
1	Only Schedule I	Rs. 20,000/-
2	Only Schedule III A	Rs.40,000/-
3	Only Schedule VIII C	Rs. 20,000/-
4	All the three schedules ie I, III A & VIII C	Rs. 80,000/-

- 02.03 Price bids for Schedule I, III-A & VIII-C (Details of Schedules at Annexure C) in the proforma enclosed shall be submitted each in separate and individually sealed covers super scribing tender name as “**All India Transport Contract 2015-’16 for Schedules I, IIIA & VIII C**” and Tender Ref. No. **HY/CMM-STORES/024/2015-’16 dated 05.05.2015**. “**PRICE BID FOR SCHEDULE-I**”, “**PRICE BID FOR SCHEDULE-III A**” and “**PRICE BID FOR SCHEDULE VIII-C**” .
- 02.04 The bidder has the option to quote for any number of Schedules or all 3 Schedules. **In each Schedule the bidder should quote for all the categories; other wise the offer will be rejected.** The bidder should put all the sealed covers, containing individual Price Bids and the Techno-Commercial Bid in a single strong cover, seal it and affix seal on the cover and address the same to Sr. Manager, Vendor Complex, Beside Administrative building, M/s.Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032, duly super scribing Tender Ref. No. **HY/CMM-STORES/024/2015-’16 dtd 05.05.2015**. The completed tenders shall reach on or before **11.00 Hrs. on 09.06.2015**. It is in their own interest to ensure that the tenders reach in time. BHEL is not responsible for any postal delay. Tenders without signature and seal are not considered. **Tenders not submitted in the prescribed forms or incomplete tenders are liable to be rejected.**
- 03.00 Sealed covers so received will be opened at **ADMINISTRATIVE BUILDING 1st Floor, ABC Conference Hall, BHEL, Hyderabad** on the same day i.e., **on 09.06.2015 at 13.00 Hrs.** in the presence of the Bidders or their Authorized Representatives who may choose to witness the same.

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- The Techno Commercial bids only will be opened on 09.06.2015 at 13.00 Hrs.
 - Price bids of technically qualified bidders will be opened on a subsequent date and time which will be communicated later.
- 04.00 All entries in tender documents shall be clearly written in ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned. The rates shall be quoted only in the **Price Bid format enclosed for various schedules**, both in words and figures. **The bid/tender price read out at the bid opening shall be adjusted at the time of evaluation with correction for any arithmetical errors for the purpose of evaluation with the concurrence of the bidder/contractor. When there is a discrepancy between the rates in figures and in words, the rate in words will prevail, When there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will prevail.** The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (TECHNO-COMMERCIAL BID AND PRICE BIDS) before submitting their tenders.
- 05.00 While quoting their rates, the Bidders are advised to take into account the likely expenditure, taxes what so ever, etc., **excluding Service Tax** which are incidental for transit and in deploying the vehicles during the operation of Contract.
- 05.01 The rates quoted in the schedules are applicable for the distances involved from the place of booking to the destination.
- 06.00 **Non availability of Branch/Franchise office will not form the criteria for non-lifting of any Consignment.** Even, in case where the bidder 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.
- 06.01 The successful bidder with whom BHEL enters into a contract also should ensure that all branches are kept informed of the contract with BHEL Hyderabad. BHEL's communication will be restricted to the transporters office in the twin cites and Patancheru only. In case any branch refuses to collect / deliver a consignment the party's Hyderabad office should intervene and take necessary action. For other information like status of transit etc. the party's Hyderabad office will be contacted. On Line Tracking of consignments, shall be preferred. **In case instances of refusal to lift consignments are more than three within three months the party will be removed from the contract and Security Deposit will be forfeited.**
- 07.00 In case the Bidder is a Partnership Firm under Partnership Act, the tender shall be signed by all the Partners of the firm or by the Managing Partner who have authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm. **A copy of the Partnership Deed and/or a copy of the Power of Attorney attested by a Public Notary shall accompany the tender. Unregistered Partnership Firms will not be considered.** BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the contract agreement. They may however

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recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

- 08.00 The successful Bidder whose tender is accepted for awarding the contract shall enter into a contract at his cost on a valid Non-Judicial Stamp Paper of value Rs.100/- (Rupees One Hundred only). The bidder shall also inform all their branches, the Terms and Conditions of this contract under intimation to BHEL, Hyderabad-32 to ensure strict compliance with the provisions of the contract. BHEL's communication / contact point will be the local office at Hyderabad / Secunderabad.
- 09.00 The transporter should have an office in Secunderabad/Hyderabad/Patancheru with an e-mail facility. Offers of tenderers not having an office as above will be rejected. Indents will normally be sent through E-mail. However, the successful tenderer should engage a Supervisor / Representative for connected work with BHEL. Non receipt of E-mail shall not be entertained as an excuse for not placing the required vehicle.
- 10.00 The bidder shall have e-mail facility in their branches in general and GPS (Global Positioning System) for high value consignments. The bidder should ensure that the branches are available preferably at:-
Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Chennai, Cochin, Coimbatore, Delhi, Durgapur, Hardwar, Hyderabad / Secunderabad, Indore, Jaipur, Jamshedpur, Kolkata, Kota, Mumbai, Nagpur, Raipur/Raigarh, Surat, Trichy & Visakapatnam with e-mail facility. If e-mail facility is not available, the transporter to whom the contract is awarded shall provide the same immediately within 2 weeks from the date of award of contract through LOI (Letter of Indent) failing which the contract shall be suspended.
- 10.01 The tenderer shall enclose printed list of branches with addresses and Telephone Nos., Cell No. and e-Mail ID. In the absence of Telephone Nos. the branch will not be considered. **If any information is found to be false at tender stage or the duration of contract the transporter will be disqualified/delisted and EMD/Security Deposit will be forfeited.**
- 11.00 **EXPERIENCE:** Bidders should have minimum **3 years experience** in Transport and documentary proof should be produced. Copies of work order with work/job/service completion certificates duly signed by the agency who have engaged the transporter.
- 12.00 **VALIDITY OF OFFERS** :
 The rates quoted shall be valid for acceptance for a minimum period of **120** days from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period shall entail forfeiture of EMD paid.

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- 13.00 **EMD/SD of the bidder will be forfeited and terminated from the tender/contract if :**
- (a) Canvassing in any form, in connection with the Tender.
 - (b) All the information furnished by the bidder is taken to be authentic for evaluation of tender priorities. Any information furnished is found to be incorrect subsequently, at any later date or during the tenure of the contract.
 - (c) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - (d) The bidder does not commence the work within the period as per LOI / Contract and irregular performance during the tenure of the contract.
 - (e) **The transporter fails to place the vehicle when the indent is given, either for dispatch of consignments or for collection of materials for 4 times in 6 months during the contract period.**
- 14.00 **BHEL reserves the right to 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. Conditional tenders, tenders containing absurd or unworkable rates and tenders not in accordance with tender condition during the tender evaluation process shall be rejected.**
- 15.00 **TERMINATION OF CONTRACT:**
- 15.01 If the transporter fails or neglects or refuses to observe/performs any of the terms and conditions/obligations under the contract, BHEL may without prejudice to any other rights, terminate from this 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 of 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.
- 15.02 If the transporter withdraws his offer after acceptance of the same or fails to start the work/quits the work, in accordance with the instructions of the Officer-in-Charge, the security deposit made by him will be forfeited.
- 15.03 In case of detection of any malpractices disciplinary action shall be taken as per Company's Rules & Procedures.
- 15.04 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.

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- 15.05 BHEL, Hyderabad shall have the option to terminate the contract without notice in the event of liquidation (voluntary or compulsory) of the contract or transporter or on the transporter becoming insolvent. Notwithstanding any thing contained above, the company reserves the right to terminate this contract if the transporter violates any of the terms & conditions of the contract agreement. In the event of any unethical practice being noted during the tenure of the contract BHEL reserves the right to terminate the contract without notice and the Security Deposit of the transporter will be forfeited.
- 15.06 Transporters who have been suspended or black listed by any other BHEL unit will not be allowed to participate in this tender.
- 15.07 The Transporter shall execute the contract diligently adhering to the terms and conditions of the contract. In the event of poor performance, suitable action, including delisting, will be initiated as per the terms and conditions of the contract.
- 16.00 **INDIAN BANKER'S ASSOCIATION (IBA) APPROVAL :-**
- 16.01 Approval from Indian Bankers Association, since April 2011 till date and **also first approval obtained by the company from IBA is to be submitted.**
- 16.02 **The bidders should have IBA approval, valid on the date of opening of tender. The bidder shall ensure that an IBA approval is valid throughout the currency of the contract.**
- 16.03 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.
- 17.00 **ROUTE SURVEY :-** Transporter has to conduct a route survey for all new stations / destinations which are not covered in the approved list as and when required.
- 18.00 **JOURNEY MANAGEMENT :**
- 18.01 The bidder shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL on a routine basis. Transporter shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver. Also status of the consignments shall be communicated to BHEL on daily basis through e-mail / phone. **The bidder shall submit a write up along with the tender documents regarding implementation of Journey Management.**
- 18.02 In case BHEL provides GPS, then the transporter will be responsible for safe custody and return of GPS unit to BHEL in good working condition, as it was issued to him.
- 18.03 Transporter should confirm their acceptance to interact with BHEL through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL during the contract period.

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- 18.04 Notwithstanding the above, BHEL reserves the right to accept or reject any particular offer or part of the offer or part of any particular schedule without assigning any reasons there of.
- 19.00 **The Xerox copies of documents enclosed shall be attested by a PUBLIC NOTARY.**
- 20.00 **Registration of PF :** Xerox copy of PF Registration duly notarized.
- 21.00 **Bankers certificate** since **April 2011** till date about financial condition of the company.
- 22.00 Copy of Income Tax Returns for the financial years **2011-'12, 2012-'13 and 2013-'14** **duly attested by Notary** to be submitted along with Techno-Commercial Bid.
- 23.00 The bidder has to submit Xerox copy of PAN No.
- 24.00 The bidder should also enclose copies of contracts entered into with Government companies, public sector undertakings especially with BHEL Units, if any.
- 25.00 The bidder is responsible for any penalty levied by State/central Governments. All costs relating to the ownership of the vehicles should be borne by the bidder.
- 26.00 Vehicles should be fit in running condition and should give trouble free service. BHEL officials shall verify the R C Book & Licences etc. The bidder should indicate in their offer their vehicle's Registration Number with date of Registration.
- 27.00 BHEL reserves its right to refuse to engage any vehicle even after arrival at the Factory, if the driver and the vehicle do not confirm to any of the regulations of MV act or and APMV Rules.
- 28.00 The transporter shall indemnify and compensate BHEL for any loss or damage to the property of BHEL occurring due to transporter/his workmen/representatives negligence or otherwise. The loss or damage so suffered by BHEL shall be adjusted from the Security Deposit paid by the transporter or from the freight bills or any sum due to him by BHEL.
- 29.00 Transporter shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 30.00 The transporter shall be held responsible for any damage or loss to the company's property that may be caused by their vehicles or staff in the company's premises and the loss shall be recovered from the transporter. **BHEL, Hyderabad is not responsible for any injuries to the transporter's personnel inside the company premises.**

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31.00 **LAW GOVERNING THE CONTRACT : -**
The Indian laws shall govern the contract.

NOTE: -

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT/COLUMN OF THE “TECHNO- COMMERCIAL BID”. ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO- COMMERCIAL BID” IN THE BOXES PROVIDED.

ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER AFTER READING THOROUGHLY.

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(COMMON MATERIALS MANAGEMENT - STORES)

Annexure B

GENERAL TERMS & CONDITIONS

01.00 SCOPE OF CONTRACT:-

The scope of contract covers transportation of all consignments (except coal, sand and cement) by Smalls/Speed Cargo/LCV/HCV/Open Trucks/ Taurus/Mechanical Trailers (up to 35 MT) for a period of one year from the date of award of contract.

02.00 SECURITY DEPOSIT CLAUSE:-

Security Deposit should be collected from the successful bidder. The rate of Security Deposit will be as below:

Upto Rs.10 lakhs	:	10 %
Above Rs.10 lakhs upto Rs.50 lakhs	:	1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs
Above Rs.50 lakhs	:	Rs.4 lakhs + 5 % of the amount exceeding Rs.50 lakhs

The security Deposit should be collected before start of the work by the Transporter.

Security Deposit may be furnished in any one of the following forms:-

- 02.01 Cash (as permissible under the Income Tax Act)
- 02.02 Pay Order, Demand Draft in favour of BHEL.
- 02.03 Local cheques of scheduled banks, subject to realization.
- 02.04 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
- (Certificates should be held in the name of Transporter furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 02.05 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

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- 02.06 Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the transporter, A/C BHEL, duly discharged on the back.
- 02.07 Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- 02.08 **The security deposit shall not carry any interest.**
- 02.09 The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due to BHEL.
- NOTE :-** Acceptance of Security Deposit against Sl.No. (03.04) and (03.06) shall be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connection therewith.
- 02.10 Security deposit shall not be refunded to the transporter except in accordance with the terms of the contract.
- 02.11 **Security Deposit amount to be submitted for different Schedules are as follows.**

S.No.	Schedules	Estimated Billing(Rs.) for one year per transporter	SD Amount
1	Schedule I	Rs. 6,00,000/-	Rs. 60,000/-
2	Schedule III A	Rs. 15,50,000/-	Rs. 1,41,250/-
3	Schedule VIII C	Rs. 8,50,000/-	Rs. 85,000/-

03.00 **TENURE OF CONTRACT / RIGHTS: -**

- 03.01 The consignments, including self consignments booked within the contract period fall within the scope of the contract, irrespective of the date of delivery and surrendering of the consignee copies of the LR / GRs.
- 03.02 The transport contract is valid for 2 (two) years ie., from the date of award of contract by BHEL, Ramachandrapuram, Hyderabad.
- 03.03 Bharat Heavy Electricals Limited reserves the right either to short close the contract or to terminate the contract entered into with any or all of the transporter(s), without assigning any reason by giving notice of 30 days by registered post acknowledgement due or in person under acknowledgement or through e-mail.
- 03.04 BHEL, Hyderabad may enter into a contract with One or Two transporters in the interest of continuity of work for which the L1 rates will be counter offered to next technically acceptable tenderer. However minimum or proportionate distribution of load cannot be guaranteed. BHEL also to reserves the rights to negotiate L1 rate.

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- 03.05 BHEL may enter into contracts simultaneously with any other transporters (who have been qualified in this tender and agree for L1 rates) as may be deemed fit at any time during the contract period in the interests of the work for any or all Schedules.
- 03.06 BHEL reserves the right to increase/decrease the number of transport carriers in any or all Schedules as deemed fit to ensure continuation of work load.
- 03.07 The transporter shall have no right to demand at any time during the currency of this contract any minimum quantity of load for transportation.
- 03.08 In case of breach of any of the terms and conditions of the contract, company will have the liberty to forfeit in part or in full and entrust the work to any other transporters at the risk and cost of the transporter and the transporter shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the contract.
- 03.09 All amounts including the losses/damages/penalties/compensations and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the transporter to BHEL under the Terms of the contract will be recovered from the outstanding payments to transporter either under this contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the transporter shall make good the balance amount by actual payment. In addition BHEL, Ramachandrapuram, Hyderabad reserves the right to recover the said amounts through its sister concerns, from the payments due to the transporter in any of the units of BHEL located in any part of India.
- 03.10 The transporter if executing the running All India Transport contract, they shall discharge all the contractual obligations of the said contract within 3 months from the date of commencement of the present All India Transport Contract 2012-'14, failing which the contract of 2010- '12 shall be liable for termination. As a result of cancellation, the recoveries of amounts if any either under the present or earlier All India Transport Contracts shall be recovered as per the terms of the Clause of All India Transport Contract 2010-'12.
- 04.00 **REQUISITION/ ORDER/NOTICE / COMMUNICATION TO TRANSPORTERS:**
The Requisition for vehicles for lifting the consignments/orders/notices or any correspondence to the transporters or to their branches requesting for vehicles and any other matter will be sent by e-mail or in writing to the address 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. The transporter has to place his representatives at the premises of BHEL, Ramachandrapuram, Hyderabad on all working days and also on holidays (whenever prior intimation is given by BHEL officials). Requisition for vehicles for lifting the consignments or any orders or notices handed over in writing to the said representatives of the transporter stationed at BHEL, Ramachandrapuram, Hyderabad and obtaining the representative's signature with date shall be deemed to have been served on the transporter. In case transporter or his representative does not acknowledge BHEL letter of requisition for vehicle, the date of letter will

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be taken into consideration for further course of action. Vehicles shall be arranged within 48 hours for Trucks and 72 hours for Trailers on receipt of requisition from BHEL Officials/BHEL Suppliers / Sub-Transporters /BHEL Customers **through letter / e-mail.**

05.00 PROCEDURE FOR COLLECTION, DELIVERY AND OTHER TERMS & CONDITIONS:-

05.01 BOOKING OF CONSIGNMENTS: -

In case where the transporter does not have his branch office or delivery point at the particular place in India, all consignments either smalls or part loads or full loads shall be accepted by the transporter for transportation and deliver the consignment at said point. Similarly, the transporter shall arrange for collection of materials from any such points and deliver at any other points as required by Bharat Heavy Electricals Limited. failing which the transport contract will be terminated for 3 months. In case such failures are reported for FOUR times within SIX Months, the termination of the contract will be for the rest of the period and forfeiture of the Security Deposit will be automatically applicable.

05.02 REPORTING OF VEHICLES/LIFTING OF CONSIGNMENTS:-

The vehicles with load/empty shall be made available at Consignor's/Consignee's premises before 13.00 hrs. positively on any working day, so as to complete the unloading/loading operations and send the vehicles out of the premises by 17.00 hrs. on the same day. In case of reporting of vehicles beyond 13.00 hrs. on any day, the unloading/ loading will be discontinued and resumed only on the next working day.

06.00 LOADING/UNLOADING OF CONSIGNMENTS:-

Loading and unloading of the consignments shall be done by the respective consignee's/consignor's where the vehicles have reported to the respective places.

07.00 LASHING:

Proper Lashing of the consignment(s) on the vehicle is the responsibility of the transporter with his own material.

- a) Any damage to the consignment(s)/BHEL/others due to improper lashing will be recovered from the transporter.
- b) During lashing of the consignments, if any injury occurs to the driver/cleaner/helper or connected staff of the vehicle is at the risk of the transporter.

08.00 REQUIREMENTS FOR TRANSPORTATION OF CONSIGNMENTS: -

It is the responsibility of the transporter to check before lifting the consignments whether the scope of transportation is with BHEL or not. Before booking company's consignments, transporter's representative shall have to ensure that (whether packed or open type) either a packing slip/Delivery Document is fixed outside the package or painted on it and also the packing is in sound condition.

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If any damage is observed before lifting the consignments proper certification is to be obtained from the Consignors.

- 09.00 Minimum requirements are Number and Date of Purchase Order / Loading Advice / Shipment Document, Name of the Consignor, Ship Name, Bill of Lading No. /Air Way Bill No. etc., with booking station. Besides, transporter's agent must ensure that, he collects copy of Invoice/T.Note/RDAN/Party Challan, Road Permit (ensuring that all relevant entries are made wherever applicable), Duplicate Invoice (Central Excise) etc., and send them along with consignment. In case, the Duplicate Invoice (Central Excise) is not obtained from the consignor along with the consignment, an endorsement of the consignor that no Duplicate Invoice (Central Excise) was issued shall be made in the lorry waybill. While accepting the consignments for transportation, the transporter shall ensure that, all necessary documents for Octroi/Check Post etc., are collected so that the consignments are not detained enroute for want of these documents.
- 10.00 While accepting the consignments for transportation, the transporter should ensure that necessary documents for the check post are collected, so that the consignments are not detained enroute for want of these documents. Any detention on this account will be the transporter's responsibility. The transporter shall also collect at the time of booking, forwarding notes/challans with description of material, value etc. BHEL purchase order Reference No. or BHEL SALE ORDER should be clearly indicated on the Docket at the time of booking.
- 11.00 **The LR / GR issued at the booking station shall be complete and there shall not be any corrections/over writings on it.** Signature and seal of the consignor shall be obtained on the LR / GR itself. There shall be reference of BHEL, Ramachandrapuram, Hyderabad like Purchase Order/Work Order / Sale Order / Sub-Contract Order Number on the LR / GR Copy, in addition to the weight and dimensions particulars of the consignment. The individual item description i.e., Raw Materials, Castings, Forgings, Pipe Fittings, Components, Valves etc., shall be clearly indicated on LR / GRs.
- 12.00 In respect to transportation of consignments from Any where to Any where, all Air/Sea Ports & all Hill Regions to Any where and vice versa, respective Manager of Purchase / Sub Contract / Commercial shall have to confirm the weight and dimensions of the consignments.
- 13.00 A copy of LR / GR shall be given to the consignor at the time of booking the materials and a responsible person on behalf of transporter shall sign on the LR / GR.
- 14.00 Wherever consignments are booked on Freight To-pay basis, in addition to the weights dimensions of the consignments shall also be indicated in the LR / GR copies. Freight confirmation certificate also shall be obtained from BHEL/consignee wherever required.
- 15.00 For Any where to Any where consignments/self consignments the LR / GR shall contain the remarks that materials are transported "ON ACCOUNT OF BHEL, HYDERABAD-32".

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- 16.00 Self/through Bank consignments shall be safely stored in the Godowns till submission of consignee copy of LR / GR. However the soundness of consignments shall be verified periodically and a "Stock Report" shall be submitted every month indicating specifically regarding the consignments damaged in transit by the Transporter. In the absence of such a report the entire cost of damages will be recovered from Transporter. Details of report shall include LR / GR No. and nature of damages etc. The report of damages shall invariably be sent to BHEL, Hyderabad-502032, under intimation to consignor.
- 17.00 It is the sole responsibility of the transporter to place and transport the BHEL consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the transporter's account.
- 18.00 **SAFETY & INSURANCE:** The Transporter is responsible for safe delivery of the consignment at the destination. However BHEL / CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL /CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the transporter. The transporter shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the transporter or his employees in accordance with appropriate statutory requirements. If due to transporters carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the transporter.
- 18.01 All consignments to be transported are covered under BHEL marine insurance policy. Though the items are covered under transit insurance by BHEL, initial claims shall be lodged by the transporter for losses during transit.
- 18.02 The Transporter has to arrange open delivery certificate/non delivery certificate as the case may be on the day of delivery or within three days from the date of delivery. If the transporter does not arrange open delivery/non delivery certificate within the stipulated period noted above the loss incurred due to short delivery/damage/non delivery will totally be recovered from the transporter, besides non payment of the freight charges.
- 19.00 **LIABILITIES OF THE TRANSPORTER: -**
General conditions of the LR/Docket of the transporter shall not be applicable to this contract. The transporter is liable for any loss or damages, or non-delivery or part delivery of any consignment. The consignee shall lodge a claim in writing on the transporter within 6 months from the date of booking of the consignment.

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20.00 **CLAIMS:-** In case of claims the concerned delivery Branch shall issue Certificate of facts to enable the Consignee/Consignor to take up the matter suitably with the under-writers for claiming necessary Insurance.

21.00 **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 approval of Manager/Stores-CMM/CDC, furnishing the reasons for transshipment. Freight charges shall be made after condonation for recorded reasons. Otherwise no payment will be made in case of un-authorized transshipment.

22.00 **DELIVERY OF CONSIGNMENT:** It is the responsibility of the transporter to obtain proper acknowledgement on the Lorry Receipt / Goods Receipt with the seal of the consignee when materials are delivered. In all cases where proper acknowledgement is not obtained from the consignee for the full quantity of materials consigned, the transporter will be fully responsible for value of such consignments not delivered either in part or full and the cost will be recovered from the transporter. Cost of the consignment not delivered partly or fully will be determined on replacement cost basis together with incidental expenditure incurred by the company in procurement of the materials.

23.00 **DOCUMENTS TO CONSIGNEE:-**

The transporter shall also be responsible to deliver the related documents like Invoice, SMIVs, TCs, Drawings and Packing Lists/Loading Advices/Delivery Document Shipment Document / Lorry Receipt or Goods Receipt, etc., given by the BHEL/Suppliers/Sub- Transporters/Customers to the consignee. The Duplicate Invoice (Central Excise) is necessarily to be handed over to the consignee wherever applicable. Where Duplicate Invoice (Central Excise) is not carried, a specific endorsement from the Consignor shall be obtained on the LR / GR.

24.00 **ESCORT: -**

The transporters shall allow any representative of BHEL to travel, as an Escort free of cost as and when required by company, in transporter's vehicle (consignment loaded).

25.00 **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/agency i.e Subcontracting of the work either in full or in part is not allowed. However hiring of vehicles and services from other agencies/transporters is permitted.

Violation shall lead to forfeiture of Security Deposit and finally termination of the contract.

25.01 Any authorised transporter carrying consignments of BHEL in the vehicle should not load the consignments belonging to other transporter. In such cases no freight charges shall be paid to either of the transporters.

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26.00 PENALTY FOR NON-LIFTING: -

Vehicles as and when requisitioned by the company or by company's suppliers / sub-transporters / customers / site offices/ROD the vehicles will have to be placed by the transporters within 48 hours of receipt of requisition for trucks and 72 hours for Trailers through letter, e-mail, or and other mode of communication. If the vehicles are not placed within the stipulated time, Bharat Heavy Electricals Limited shall levy **penalty of 20% of freight charges** of that indent from the running bills/SD from all the errant transporters.

The decision of BHEL with regards to the actual losses incurred by BHEL including the reasonability shall be final and binding on the Transporter.

27.00 RISK PURCHASE

In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of consignment(s) as per Contract / Agreement BHEL reserves right to entrust the job to alternate Transport Carrier and additional expenditure, if any, including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer.

The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.

28.00 FREIGHT RATES: -

The rates agreed shall be inclusive of all charges such as Surcharge, Hamali, Statistical charges, Loading and Unloading enroute etc., except Service 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.

The rates in the respective columns of the schedule shall be paid for the distance from the place of booking to the place of destination.

29.00 FREIGHT CHARGES:-

29.01 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 / GRs at the booking point itself by the transporter that the consignment is transported "On account of BHEL, Hyderabad". 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.

29.02 In the case of pre-payment of freight by consignor, only excess freight beyond admissible freight charges payable as per contract, shall be recovered from the running bills of the transporter.

30.00 INDENTING OF VEHICLES AND MOBILISATION CHARGES :-

The mobilization charges will be paid in the following cases.

In case the vehicle indented does not suit our requirement owing to mismatch of weight/dimensions with reference to indented vehicle.

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MOBILISATION CHARGES PER DAY(WITHOUT LOAD)**(For Schedule IIIA & VIIC):**

S.No.	Description	Category	Rate/day (Rs.)
1.	Light Commercial Vehicle	L	400/-
2.	Heavy Commercial Vehicle	H	450/-
3.	Open Truck	H1	500/-
4.	Taurus	T	600/-
5.	Trailer	T1	700/-
6.	Trailer	T2	800/-
7.	Trailer	T3	1000/-
8.	Trailer	T4	1000/-

Note: Mobilisation charges will be restricted to a maximum of 5 days. Beyond this limit i.e., 5 days Mobilisation charges will be decided on case to case basis with the approval of Head of Stores-CMM/CDC by recording reasons thereof.

31.00 **FORCE MAJEURE:** a) If, at any time during the continuance of this contract the performance, in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reasons of any WAR, HOSTILE ACTS of the PUBLIC ENEMY, CIVIL COMMOTION. EPIDEMICS, or ACT OF GOD (FLOODS, STORM/CYCLONE, HURRICANE, EARTH QUAKE etc) then provided notice of happening of any such event be given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event claims for extension of time shall be granted for periods considered reasonable by the DGM/CDC or DGM/Stores-CMM subject to prompt notification by the transporter.

32.00 **OCTROI CHARGES: -**

Octroi Charges if any paid will be reimbursed on submission of documentary evidence.

33.00 **POWER BLOCK / HEIGHT GAUGE CHARGES :-**

The power block / height gauge charges at railway crossings shall be paid initially by the transporter. The Power Block Charges and Service Charges thereon shall be reimbursed along with freight charges on submission of documentary evidence. The proof submitted shall contain the respective vehicle Nos. against which the charges are paid. This shall be applicable for the consignments whose height is above 350 Cms. Wherever (at Railway Crossings) the power shut down is involved or height barriers are to be removed, an additional grace period of 8 days shall be allowed at each gate subject to submission of the proof. In deserving cases, increasing of this period shall be at the discretion of Head of CMM-Stores/Logistics on case to case basis.

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34.00 STORAGE CHARGES:

Under any circumstances, the transporter shall not auction any consignments belonging to BHEL. The transporter shall store safely all such consignments booked as SELF AND DELIVERY AGAINST CONSIGNEE COPY and as well as the consignments not accepted by the consignee, if the circumstances demand so and also the other consignments in case of refusal of the consignee to accept the same in their godown for a period of 180 days without levying any Storage Charges at the time of delivery. Storage charges @ Paisa 1.50 per Kg. per day shall be paid beyond 180 days and up to 545 days and excluding the delivery period.

35.00 DETENTION CHARGES:

Detention charges shall be paid extra if the vehicles are not unloaded in time i.e., within 48 hours in case of L, H, H1 and T Categories and within 72 hours in case of T1, T2, T3 & T4 Categories subject to reporting of vehicles before 13.00 Hrs on any working day. If the vehicles report after 13.00 Hrs. the date of report shall be taken as the next working day for the purpose of payment of detention charges. Detention charges will be paid as follows:-

36.00 DETENTION CHARGES PER DAY (WITH LOAD) beyond 48 Hrs for LCV,HCV & Trucks and 72 Hrs. for Trailers including detentions at Octroi Check Posts (For Schedule IIIA & VIII C):-

Sl. No.	Description	Category	Unit	Rate (Rs.) per day			
				3 to 5days	6 to 10days	11to 20 days	Beyond 21 days
1.	Light Commercial Vehicle	L	Rs/day	500/-	700/-	850/-	1000/-
2.	Heavy Commercial Vehicle	H	Rs/day	550/-	750/-	900/-	1100/-
3.	Open Tuck	H1	Rs/day	600/-	800/-	1000/-	1200/-
4.	Taurus	T	Rs/day	700/-	900/-	1100/-	1300/-
5.	Trailer	T1	Rs/day	800/-	1000/-	1200/-	1500/-
6.	Trailer	T2	Rs/day	1000/-	1200/-	1500/-	1800/-
7.	Trailer	T3	Rs/day	1200/-	1500/-	2000/-	2500/-
8.	Trailer	T4	Rs/day	1200/-	1500/-	2000/-	2500/-

Note :- Detention charges will be restricted to maximum for 45 days.

Detention charges shall be paid on certification of Head of CDC/Stores (in case of detention at BHEL, R.C.Puram) and endorsement of Customer/Site Officials or confirmation by Contract Engineers (in case of detention at customers' sites) recording the reasons there of. However, no detention charges will be payable if the vehicles report on **Sundays & General Holidays**. For claiming detention at site the transport carrier should submit any one of the following supporting document:-

- (a) Acknowledgement from Customer/Site In charge regarding date and time of reporting including vehicle No.
- (b) Fax message sent to BHEL / Transport carrier regarding date and time of reporting including vehicle No.

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- (c) Copy of bill from the nearest public telephone indicating date and time of call. The call should be made to CDC/Stores in BHEL, Hyderabad-32.
- (d) E-Mail from transport carrier regarding date and time of reporting with vehicle No. The same will be accepted only on confirmation from customer.

No detention charges will be paid for the vehicles detained in the company due to late arrival of the vehicles.

37.00 **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 transporter not providing vehicles in time, in spite of advance intimation, such crane charges would be recoverable from the transporter. It is the sole responsibility of the transport carrier to ensure that all the relevant entries are made in the road permit (Form-31 / Form-16 or equivalent) before the vehicle exits from the premises of Consignor.

38.00 **LOSS IN TRANSIT/DAMAGES/ SHORTAGES: -**

Insurance of the consignments though arranged by BHEL/suppliers/sub-transporters / customers the same shall not absolve the transporter of any responsibility for safe and proper transportation of the goods to the destination or his liability to compensate for the damages/shortages/losses in respect of consignments transported by them.

- (i) In case of accident in transit, transporters shall register FIR to nearest Police Station & Report the case within 3-days to BHEL, Hyderabad-32 for further action.
- (ii) Transporters will obtain on LR/GR the shortage/damages clearly in specific numbers and not in general terms from the consignee.

39.00 The weight, 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.

40.00 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.

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- 41.00 **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.
- 42.00 BHEL shall lodge its claim on the insurance company for the losses suffered by BHEL due to non delivery in time/accident etc. resulting damage to the consignment and the same shall be payable by Insurance Company to BHEL. The BHEL on receipt of its claim amount from the Insurance Company shall surrogate its rights of recovery in favour of Insurance Company for recovering the amount from the Carrier / Transporter. Without prejudice to above, the carrier/transporter is responsible to make good of loss if any suffered by BHEL due to non-payment by the Insurance Company.
- 43.00 In case of non-delivery of consignments either in part or in full within the delivery period, non-delivery certificate shall be issued to the Consignee within 2 Months from the date of dispatch in respect of Door Delivery consignments and within 20 days after surrender of LR / GR in respect of consignments booked as SELF & DELIVERY AGAINST CONSIGNEE COPY, failing which the value of consignments shall be recovered from the transporter.
- 44.00 However issue of Open Delivery Certificate/Non Delivery Certificate doesn't absolve the responsibility of the transporter of safe delivery of the consignments handed over to them by BHEL/BHEL site offices/ Customers/ Suppliers/ Sub-Transporters.
- 45.00 **UN-DELIVERED CONSIGNMENTS: -**
- 45.01 If the consignments remain undelivered/ uncollected beyond 180 days, the transporter shall serve registered notice on consignor and consignee along with available reference of Bharat Heavy Electricals Limited, like Purchase Order No., Packing List No., Sale Order No. or Sub-Contract Order No., etc. Wherever consignor is not BHEL, copy shall be marked to the personal attention of the Addl.General Manager /Stores-CMM, Addl.General Manager/CDC, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32.
- 45.02 In respect of self and other consignments dispatched to customer's sites, if the consignee copies are not produced, or in case not taken delivery by the customer, within 180 days of arrival at consignee station (on intimation to consignor and Bharat Heavy Electricals Limited), the consignment may be brought back to Bharat Heavy Electricals Limited, Hyderabad-502 032 and the freight charges to and fro will be paid, by Bharat Heavy Electricals Limited in addition to storage charges (if any) beyond 180 days. The consignments shall be brought back only after specific request from competent authority in BHEL, Hyderabad.

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46.00 SUBMISSION OF FREIGHT BILLS:-

- 46.01 Payments to the transporters shall be arranged as per the rates accepted by Bharat Heavy Electricals Limited for the different schedules. Payment of freight bills shall normally be made within 30 days of presentation.
- 46.02 The transporter shall submit the freight bills in totality, i.e., with Octroi / Power Block Charges and other charges, if any, within 60 days from the date of delivery/ acknowledgement of the consignment (i.e., first submission to CMM-Stores/CDC/ BHEL Site Office/ Customer). Payment of bills for delayed submission beyond 60 days shall be at the discretion of Manager Stores-CMM / CDC / BHEL Site Office or customer after due explanation is given by the carrier.
- 46.03 The following documents/ particulars shall accompany the bill.
- (a) BHEL, Hyderabad Purchase Order/Sub-Contract Order/sale Order/ Work Order reference.
 - (b) Name of the Consignor.
 - (c) Description of materials.
 - (d) LR / GR No. & Date.
 - (e) Date of Delivery at destination.
- 46.04 Copy of LR / GR with consignee's clear acknowledgement and seal indicating the date of delivery shall be submitted along with the bill. The LR / GR copy should confirm to all the requirements of MV Act.
- 46.05 LR/Docket issued should bear printed serial Nos. and it should be clear and legible. Freight bills with acknowledgement from the consignee with rubber stamp for having received the material in good condition shall be submitted to BHEL, Hyderabad Stores/Collection Cell-CMM or to CDC Department as the case may be. Freight bills without proper acknowledgement are not eligible for payment.
- 47.06 A copy of LR/Docket should be given to the consignor at the time of booking the material and a responsible person on behalf of the transport transporter should sign on the LR/Docket.
- 46.07 The LR/Docket issued at booking stations should be complete and there should be no corrections/over writing on it. In case of any over writing/corrections signature and seal of the consignor should be affixed on the LR/Docket itself, failing which the documents will not be considered.
- 46.08 The weight, measurements and description of the goods mentioned in the BHEL, Hyderabad Weighment Slip/Challan/Delivery Document/RDAN copy of the company or the supplier shall besides other documents be the basis for assessing the loss in transit and for recovery of damages/compensation. Therefore the transporter shall be responsible for any discrepancies found at destinations in respect of weight/measurements/ quantities and soundness of the consignments. The transporter shall also be responsible for checking the packing conditions of the consignments before taking possession of the same for transportation. Once the

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material is accepted for transportation by the transporter, unless the transporter has pointed out any defects whatsoever at the time of taking possession from the consignor and record the same on the LR/RDAN, they will be deemed to have been handed over by the consignor in good condition.

- 46.09 In all cases of incoming/out going consignments, weighment slips from BHEL Weigh Bridge have to be sent along with the bills in support of the weight mentioned. All the payments will be made based on the above weighment limited to amount claimed. A certification from Sr.Manager Stores-CMM / In-charge, Shipping (CDC) is required wherever there is a problem in getting the weighment slips. In such cases weight indicated on LR / GR for incoming consignments, BHEL's documents viz. delivery documents for out going consignments will be considered. In cases of any incoming consignments if there is any variation in the weights indicated on the LR/GR/Packing slip and BHEL's weigh bridge slip, the freight payment will be made as per BHEL's weigh bridge slip only. Weighment slips are not required for smalls and part loads. In exceptional cases weighment will be taken as per LR weight on case to case basis with the approval of Heads of CDC/CMM of BHEL.
- 46.10 In case of consignments from various Sea Ports like Mumbai, Chennai, Cochin, Mundra, Vizag etc. the actual weight mentioned in weighment slip **at BHEL Weigh Bridge** shall be considered for calculation of freight charges. Wherever there is a problem in getting the weighment slips, the weight mentioned in ROD documents (viz. RDAN) and Packing Lists / Delivery Documents shall form the basis for calculation of freight charges.
- 46.11 The transporter shall give a Quarterly statement at the end of June, September, December and March of every financial year to BHEL Hyderabad regarding pending payments with BHEL, Hyderabad.

Bills should be submitted in duplicate along with the original acknowledgement - and approval from the Executives as the case may be.

47.00 **BILLING & PAYMENT:-**

Payments shall be made normally within 30 days from the date of submission of Bills in a prescribed format with the clear acknowledgement with seal from consignee. Subject to clear documentation all payments shall be made in the name of Transporter by National Electronic Fund Transfer (NEFT). The transporter shall carry the duplicate copy of Excise Invoice from the suppliers/RDAN/T-Note copies for Imports from BHEL ROD's along with the consignment and other necessary documents if any, are to be handed over to the consignee, failing which, action will be initiated against the transporter.

- 48.00 **POST TECHNICAL AUDIT:-** The company reserves the right to carryout the post audit of the payments made and work carried out and scrutinize all supporting vouchers, and documents and enforce recovery of any sum becoming due to the company. The transporter shall submit all his freight bills within 3 months from the date of delivery of the consignments. Acceptance of beyond 3 months shall be at the discretion of the Head of CMM-Stores/Logistics.

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49.00 **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.

50.00 **PRICE VARIATION CLAUSE:** -

The freight rates finalised is subject to increase/decrease at the rate of 0.0003 paise per KG/KM for every 10 paise statutory increase/decrease in diesel price (inclusive Taxes applicable at Hyderabad of Indian Oil Corporation) over the prevailing price on the date of opening the price bid. The increase/decrease will be proportionate when the increase/decrease is less than 10 paise per litre. This increase/decrease is applicable proportionately for all categories. Price variation will not be allowed in respect of any other elements of cost.

The escalation shall be implemented from the date of revision announced by M/s.IOCL, Hyderabad.

The contract as entered into between BHEL and the successful bidder(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 1965 (as amended up to date).

51.00 **EXTENSION OF CONTRACT:**

One or more extensions of the contract may be done with mutual agreement between BHEL, Hyderabad and the approved transporters, subject to a maximum extension period of **6 months**. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

52.00 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.

53.00 **SAFE HANDING OVER OF ROAD PERMITS:-**

53.01 Wherever Road Permit (Form-31 / Form-16 or equivalent) is issued to Transporter, the transporter should hand over the counterfoil/copy of Form-31 / Form-16 or equivalent and get an acknowledgement from the consignee on the reverse of LR. Otherwise, any loss on account of this, will be recovered from the transporter, which amounts to Rs.25,000/- as on date.

53.02 The documents handed over at the booking points and meant to be handed over to the consignee such as Delivery Challan, Duplicate / Transporter's Copy of Excise Invoice / Sales Tax Form, Road Permits etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the transporters.

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54.00 STATUTORY REQUIREMENTS

- 54.01 All statutory duties, taxes existing on date of submission of tender bids have to be considered for submission of price bids. However, any changes in the taxes and duties by Central / State Governments will be considered for incorporation at the time of final payment.
- 54.02 Transporter shall comply with all statutory requirement, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 54.03 Transporter wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 54.04 Transporter shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 54.05 Penalty/Levies for non compliance of any applicable Act viz. MV Act etc., existing in the respective States will be to the account of transporter and the same will not be reimbursed.

55.00 SAFETY PRECAUTIONS TO BE OBSERVED :**(A) VEHICLES: -**

Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL Security Staff.

(B) MOVEMENT OF VEHICLES:

- (1) The vehicle should not travel at more than 20 km/hr in BHEL Premises.
- (2) The driver of the vehicle must possess heavy duty license and produce on demand by the Security Staff.
- (3) In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- (4) The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.

(C) LOADING/UNLOADING:-

- (1) The loose pieces shall be bundled before loading on the truck by the consignor.
- (2) While loading/unloading proper slinging practice should be followed.
- (3) The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded/un-loaded. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangways.
- (4) When reverse operation are undertaken adequate helpers should be engaged to control the movement.

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(D) RESPONSIBILITY:

- (1) To protect the consignments from rains in warranting situations, transporters shall ensure tarpaulin covers to the consignments.
- (2) Compliance of all the safety precautions and other instructions required in road transportation e.g. flags/lamps; pilot, escort etc. as may be required shall be the responsibility of the transporter.
- (3) Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.
- (4) The company will not be in any way responsible for any injury of whatsoever nature, loss of life or any other loss caused to the transporter workmen during the course of such loading/unloading work. The transporter will have to ensure compliance with the statutory regulations for vehicles.
- (5) BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons whatsoever.
- (6) The employees/persons of the transporter who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.
- (7) The transporters have to maintain their vehicles in good running condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV Act and subsequent amendments.
- (8) Security, Safety and Environmental Management Systems (EMS) and other Rules & Regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

56.00 HAZARDOUS MATERIALS / CHEMICALS TRANSPORTATION

56.01 **HAZARDOUS CHEMICALS:** While transporting hazardous chemicals, Transporters must comply with the requirements of safety instructions as per Motor Vehicle act 1989 and subsequent amendments and take adequate measure for Emergency preparedness. Any failure in this regard during the tenure of the contract is liable for cancellation of the contract.

56.02 Following main provisions made in the MV ACT 1989 relating to "TRANSPORTATION OF VARIOUS GOODS are to be complied with, while transporting hazardous goods by road.

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Rule No.	Description
9	Educational qualifications for drivers of goods carriages carrying dangerous or hazardous goods.
129	Transportation of goods or dangerous or hazardous nature to human life.
129A	Spark arrester
130	Manner of display of class labels.
131	Responsibility of the consignor for safe transport of dangerous or hazardous goods.
132	Responsibility of the transporter or owner of goods carriage
133	Responsibility of the driver
134	Emergency information panel.
135	Driver to be instructed.
136	Driver to report in the police station about accident.
137	Class labels.

57.00 **SECURITY, RULES AND REGULATIONS AT B.H.E.L.:-**

57.01 The transporter and or his agent shall comply with all the Security & HSE regulations of the company in the matter of entry, exit and movement inside the premises of BHEL/Sub-Transporter/Customer/Site Offices. In addition they should also observe rules and regulations of consignee / consignor. The transporter shall also ensure compliance with all statutory environmental regulations.

57.02 The transporter shall ensure that all employees/persons engaged/authorized by him for carrying the work, behave properly with the Company's Officers/Staff. In the event of any misbehavior, reported by the Officer concerned of BHEL, the transporter shall immediately withdraw such employee/persons from the work.

57.03 Transporter shall ensure valid R.C.Book and other relevant documents for the vehicles.

57.04 Transporter shall also ensure vehicle driver shall carry original HMV **Driving License** for verification by the Security, which is statutory requirement.

58.00 **TRAFFIC REGULATIONS & REQUIREMENTS:-**

58.01 It is the responsibility of the transporter to provide at his cost the required personnel for running the vehicles and shall ensure providing of vehicles of suitable size, capacity and quality, keeping in view of the Government regulations and in accordance with Motor Vehicle Act **1988** with latest amendments from time to time and for safety of transportation of the consignments to the destination.

58.02 All applicable documents including licenses or any other relevant authorisation from competent authority as required for running the vehicles as per Indian Motor Vehicle Act shall be obtained by the transporter at his own cost. BHEL, shall not have any responsibility for any complications arising out of such contingencies. Any such contingencies arising in this respect are entirely the transporter's responsibility. The transporter shall be solely responsible for any mishap such as accident, fire etc., enroute and consequences thereof, including legal consequences if any. The transporter shall be responsible for delivery in good condition of consignments booked through them.

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- 59.00 **ODC Charges:** In respect of consignments transported to/from Gujarat / Maharashtra / Orissa States and also passing through above states penalty levied by RTA on account of **over sizes by over dimensions only** (Govt. of Gujarat /Maharashtra/Orissa) will be reimbursed subject to submission of original receipt issued by RTA duly mentioning the Vehicle No. and date of payment and also on submission of the declaration by the transporter in the proforma given earlier. In case any other State Govt. introduces similar type of restriction resulting in paying penalty, the same will be reimbursed subject to compliance of the same formalities as mentioned in the case of State of Gujarat / Maharashtra / Orissa under similar circumstances. If any penalty is levied by RTA authorities enroute for weight on excess of 35 MT by Mechanical Trailor, the same will be reimbursed on submission of original receipt issued by RTA authorities duly mentioning the Vehicle Number and date of payment.
- 60.00 **ARBITRATION:-** All disputes arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to an arbitrator to be appointed by the Head of the Unit, (BHEL). The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at BHEL, Hyderabad or at such place as the Arbitrator may direct. The Award to be given by the Arbitrator shall be a speaking award.
- 61.00 **JURISDICTION:**
In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Sangareddy, Medak District, Andhra Pradesh only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 60.0

SPECIAL NOTE

- I(a) In case any one of the condition relating to dimension / weight is not within a particular category, then in such case next higher category of vehicle will be deployed and accordingly payment will be made.
- I(b) Transporter should carry the consignment complying with the applicable provisions of relevant MV Act/State Act. No payment on account of violation of MV Act/State Act will be payable except as mentioned in the Tender document.
- I(c) If any of the issue has not been dealt specifically in any schedule then the same will be decided in line with provisions of other Schedule / Terms & Conditions of the tender dealing with the same issue.
- I(d) In case the transporter transports the consignments other than the sectors/schedules awarded to him for any reason, he shall be bound by the rates, terms and conditions of the applicable schedule under this contract only. The freight charges shall be paid accordingly as per the contract.

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II The following charges shall be paid extra in addition to freight charges:

- (i) Rs.200/- per MT towards loading and incidental charges at SAIL & RINL Steel Plants.
- (ii) Rs.200/-per MT towards unloading charges of Breaker components, Grinding Rolls and Bull Ring Segments, where unloading is done by the transporter. For this purpose the transporter shall get consignee's endorsement on the LR/GR.

III Points to be remembered while quoting the rates in the Price Bids

- (a) The Rates are to be quoted as **Rate per KG per KM** in the price bid of **Schedule I** (Small & Part Loads). The freight charges are calculated as Rate quoted in Rs. X Weight in Kgs X Distance in Kms.
- (b) The Rates are to be quoted as **Rate per KM per MT** in the price bids of **Schedule VIIC(Except T3 & T4 Category Trailors)**. The freight charges are calculated as Rate quoted in Rs. X Distance in Kms X Weight in MT.
- (c) The Rates are to be quoted as **Rate per KM** in the price bids of **Schedule IIIA and also T3 & T4 Categories of Schedule VIIC**. The freight charges are calculated as Rate quoted in Rs. X Distance in Kms.

Weight is considered as maximum weight for that particular category of vehicle for calculation of freight bills.

NUMBER OF TRANSPORTERS REQUIRED SCHEDULE WISE ARE AS FOLLOWS :

SCHEDULE-I	ALL SECTORS (including all Hill Regions & all Air/Sea Ports)	8 transporters for all categories.
SCHEDULE-III A	Incoming, Outgoing & Anywhere to Anywhere (Trailors of T3 Category only).	8 transporters for each category.
SCHEDULE - VIII C	Consignments booked from Mumbai, Chennai & other Air/Sea ports in India to Anywhere in India and vice versa.	2 transporters for all categories (2 transporters will be empanelled)

❖ Evaluation Criteria:

- 1) Evaluation will be based on lowest quoted percentage only.
- 2) The percentage increase or decrease or at par will be uniformly applied to all the category rates of the two distance slabs.
- 3) The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking till the acceptance is received for required number of transporters.

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- 4) If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period and accordingly should submit Security Deposit.
- 5) In the event of any successful Tenderer's failure to fulfill any of the tender / Contract obligations including non lifting of consignment(s) as per Contract / Agreement BHEL reserves right to entrust the job to alternate Transport Carrier and additional expenditure, if any, including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer. The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer.
- 6) In case identical rates(sum of the rates of all Categories) are quoted by more than one bidder, the selection of required number of transporters will be on the basis of Seniority of registration with IBA.
- 7) The basic rates i.e. rates for freight will be the basis for deciding tender priority. Any other rates which are incidental, shall not be considered for evaluation.

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भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM, HYDERABAD-502 032
Phone: 040-23185365; e-mail: sdm@bhelhyd.co.in, Fax: 040-23020085

(COMMON MATERIALS MANAGEMENT-STORES)

ANNEXURE-C

DETAILS OF SCHEDULES, CATEGORY OF VEHICLES & PRE QUALIFICATION REQUIREMENTS :-

DETAILS OF SCHEDULE - I: Smalls & Part Loads

(Incoming, Out going & Anywhere to Anywhere)

Incoming: Consignments booked from Anywhere (including Mumbai, Chennai & other Air/Sea ports, all Hill Regions) in India to BHEL, Ramachandrapuram, Hyderabad.

Outgoing: Consignments booked from BHEL, Ramachandrapuram, Hyderabad to Anywhere (including Mumbai, Chennai & other Air/Sea ports, all Hill Regions) in India.

Anywhere to Anywhere: Consignments booked from Anywhere to Anywhere (including Mumbai, Chennai & other Air/Sea ports, all Hill Regions) in India.

I SMALLS AND PART LOADS

I (a) Weight upto 1000 Kgs (S1)

Weight ranging above 1000 Kgs to 6000 Kgs(S2)

I (b) The minimum distance for the above category is 150 KMs for the distance 0 - 150 KMs and 300 KMs. for the distance 151 - 300 KMs for calculating freight charges.

I (c) The consignment having dimensions upto 4.00 Mts length, upto 1.80 Mts in Width, and up to 2.0 Mts in Height are covered under this Category.

I(d) Besides the above, the consignments whose dimensions are in length above 4 Mts. but less than 6 Mts, height upto 2.5 Mts and width upto 1.8mts are also covered under this Category. In respect of such over dimensional consignments, proportionate charges with respect to volume of above clause No. I (C) will be paid. However penalty imposed by statutory authority will be paid against submission of original receipt.

II DOOR COLLECTION/DOOR DELIVERY :

- 1) In case of smalls and part loads up to 3500 Kgs, the transporter shall collect and effect delivery at the consignor's and consignee's place as the case may be. For the purpose of Door Collection and Door Delivery the following additional

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charges will be paid, based on the certification of the consignor or transporter for having collected the consignment from party's work. Minimum charges of **Rs.400/-** per LR / GR shall be paid extra separately for Door collection/Door Delivery for weights up to 1000 Kgs. Beyond 1000 Kgs. proportionate extra shall be paid up to 3500 Kgs.

- 2) Door Delivery charges also shall be paid for all categories of consignments, which are booked as SELF and delivery against consignee copy, @ **Rs.400/-** per MT Ex-Godown, FOR Hyderabad/Secunderabad/Patancheru.
- 3) Other Conditions for payment of Door Delivery Charges:
- 4) The Door Delivery consignments shall be delivered within the stipulated time.
- 5) Consignments against self LR / GRs for Hyderabad consignments shall be delivered within 4 BHEL's working days and for Anywhere to Anywhere consignments shall be delivered within 10 working days after surrendering of LR / GR to transporter (excluding date of surrender).
- 6) For transportation of consignments from Southern Areas(Andhra Pradesh, Tamil Nadu, Kerala, Pondicherry and Karnataka) to Anywhere, from Anywhere to Southern areas(Andhra Pradesh, Tamil Nadu, Kerala, Pondicherry and Karnataka) and from Southern areas to Southern Areas, charges of Rs.1000/- per LR / GR shall be paid extra. Wherever penalty is imposed/leviable, these charges will not be paid.

III DELIVERY PERIOD :

The consignments collected shall be delivered within time without any delay. The time allowed for the transportation of various loads is given here under:

- I In case of Smalls and Part loads(Schedule-I), the delivery period allowed is as follows:
 - (a) For Distance upto 500 KMs..... 7 days
 - (b) For Distance from 501 to 1000 KMs 10 days
 - (c) For Distance from 1001 to 1500 KMs..... 15 days
 - (d) For Distance from 1501 to 2500 KMs..... 20 days
 - (e) For Distance beyond 2501 KMs..... 25 days

Note :

1. The delivery time shall be considered excluding date of dispatch and date of delivery. Cases where Road Permit is required, delivery time shall be reckoned from the date succeeding the date of approval of Way bill.
2. For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted.
3. Grace period shall be allowed over the normal delivery period as detailed below for Schedule I.

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From/To Hill Regions 12 days

4. Additional grace period shall be allowed in the following cases :-

- (a) Where Octroi charges are involved3 days
- (b) For export consignments to Mumbai/Chennai 5 days
- (c) For consignments to Mumbai 3 days
- (d) At Railway crossings where height barriers to be removed or / and power shut down is required 8 days at each gate.

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

IV. PENALTY FOR DELAY IN DELIVERY:

- (a) Penalties for delayed deliveries of consignments are levied as under. Penalty shall be levied after allowing the grace period.

Smalls and part loads up to : 2% of freight charges per day. Maximum upto 30%.

3500 Kgs.(Schedule-I)

Door delivery charges will be paid for late deliveries also. However, penalty will be calculated on freight charges + Door Delivery / Collection charges.

- (b) Waiver of late delivery penalty is at the discretion of Head of Stores-CMM/CDC /Purchase/Commercial Groups concerned based on the representation received from the transporter on case to case basis:
- (c) Force majeure conditions like cyclone, wash out of Roads, bridges, Civil Commotion etc. for all categories. Mechanical Failure is not considered as force majeure.

V. APPROVED DISTANCES FOR FREIGHT PAYMENTS :

- I. The distance for payment purpose shall be calculated as per the approved distances of BHEL Hyderabad. Wherever a particular station is not exhibited in the approve list, the distance shall be calculated as per the order of priority as specified below:-

- (a) Distances shall be calculated as in website maps.google.com. Wherever more number of distances are shown in the map, distance whichever is lower of all National Highways is considered.
- (b) In case some destinations are not covered in the above website the following websites will be considered as per priority.

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- (i) mapmyindia.com(Priority-2)
 - (ii) maps.yahoo.com (Priority-3)
- II. The distance between stations in terms of this clause shall be calculated as follows :
- (a) In case of all self/small/part loads consignments, the distance will be calculated via Hyderabad. It may be noted that the destinations from Western region are calculated up to R.C.Puram as the Smalls & Part Load consignments are to be taken to Hyderabad by the transporter and delivery of the consignments will be in the later stage for which we are considering 40 KMs + 40 KMs (i.e., To and From RC Puram). This distance of 80 KMs will be added / considered only for Western Region consignments).
 - (b) For incoming/out going, consignments between Mumbai and BHEL, Ramachandrapuram, Hyderabad, the approved distance will be 750 KMs only.
 - (c) The consignments which are booked from the sub-contractors/suppliers of twin cities and in the vicinity of BHEL, R.C.Puram, Hyderabad-32 and routed through BHEL Ramachandrapuram, the extra distance of 75 KM will be added to the approved distance from BHEL to destination.

VI **BULK/VOLUMINOUS CONSIGNMENTS:**

For bulk & light consignments, charges shall be computed as 1 cft = 10.70 Kgs. Or 1 Cubic Meter = **378** Kgs. For computing weight on volume basis the dimensions shall be invariably recorded on LR / GR. The freight charges shall be limited up to T Taurus Category. No ODC charges shall be paid if volume is computed on weight.

PRE-QUALIFICATION REQUIREMENT

1. No. of Branches : Minimum **150** Branches all over India.

Definition of the Branch :

An Office with Land line phone / Cell Phone, person to be contacted and available all the time.

2. Minimum Turnover per financial year (with respect to freight revenue only) shall be as follows:-

- (1) 2011-12Rs.14.00 Cr.
(Rupees Forteen Crores only)
- (2) 2012-14Rs.16.00 Cr.
(Rupees Sixteen Crores only)
- (3) 2014-16Rs.18.00 Cr.
(Rupees Eighteen Crores only)

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DETAILS OF SCHEDULE IIIA(T3) - Incoming, Outgoing & Anywhere to Anywhere Consignments.

Incoming: Consignments booked from Anywhere in India (excluding Mumbai, Chennai & other Air/Sea ports & all Hill Regions) to BHEL, Ramachandrapuram, Hyderabad

Outgoing: Consignments booked from BHEL, Ramachandrapuram, Hyderabad to Anywhere in India (excluding Mumbai, Chennai & other Air/Sea ports & all Hill Regions).

Anywhere to Anywhere: Consignments booked from Anywhere to Anywhere in India (excluding Mumbai, Chennai & other Air/Sea ports & all Hill Regions).

CATEGORY OF VEHICLES

I) TRAILOR (T3):

Dimensions:

Length	:	14.01 Mts to 15.00 Mts
Width	:	4.11 Mts to 4.60 Mts
Height	:	3.51 Mts to 4.00 Mts

Consignments having any one of the above dimensions irrespective of weight are covered under T3 Category.

Consignments of single piece weighing above 20.00 to 30.00 MT are also covered under T3 Category.

II DELIVERY PERIOD :

- The consignments collected shall be delivered within time without any delay.
- The mileage to be covered per day for Trailers will be as follows:

	TYPE OF LOAD	CATE- GORY	MILEAGE TO BE COVERED PER DAY
(i)	TRAILERS	T3	80 KMS

- Note :**
- The delivery time shall be considered excluding date of dispatch and date of delivery. Cases where Road Permit is required, delivery time shall be reckoned from the date succeeding the date of approval of Way bill.
 - For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted.
 - In case the due date of delivery falls on **Sunday/Public holiday**, next working day will be treated as due date of delivery.

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III PENALTY FOR DELAY IN DELIVERY:

III (a) Penalties for delayed deliveries of consignments are levied as under after allowing the grace period.

1% of freight charges per day of delay. Maximum 10% penalty upto 30 days. Beyond 30 days, penalty is flat 15% of freight bill.

III (b) Waiver of late delivery penalty is at the discretion of Head of Stores-CMM/CDC/Purchase/Commercial Groups concerned based on the representation received from the transporter on case to case basis.

III (c) Force majeure conditions like cyclone, wash out of Roads, bridges, Civil Commotion etc. for all categories. Mechanical Failure is not considered as force majeure.

IV INCENTIVE FOR QUICK DELIVERY OF CONSIGNMENTS:

The incentive shall be paid for quick delivery of consignments, in T3 & T4 Categories, if they are delivered earlier to stipulated delivery period excluding grace period. No incentive shall be paid (a) where additional prime mover is indented and (b) where longer route is taken. The incentive shall be paid only for those consignments which are **specifically identified by BHEL** (requested through e-mail / fax by CDC / Stores-CMM along with the Indent) and subject to a maximum of 10% of the normal freight charges.

T3 Category - Rs.4000/- per each day saved in transit.

V APPROVED DISTANCES FOR FREIGHT PAYMENTS :

V(a) The distance for payment purpose shall be calculated as per the approved distances of BHEL Hyderabad. Wherever a particular station is not exhibited in the approve list, the distance shall be calculated as per the order of priority as specified below:-

1) Distances shall be calculated as in website maps.google.com. Wherever more number of distances are shown in the map, distance whichever is lower of all National Highways is considered.

2) In case some destinations are not covered in the above website the following websites will be considered as per priority.

(i) mapmyindia.com (Priority-2)

(ii) maps.yahoo.com (Priority-3)

V (b) The distance between stations in terms of this clause shall be calculated as follows :

V (b) (i) For incoming (which are in the name of BHEL)/out going, Trailers from/to Station in the West Zone, the distance will be calculated upto/from Ramachandrapuram only as Ramachandrapuram is on the way to Hyd.

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- V (b) (ii) For incoming/out going, consignments between Mumbai and BHEL, Ramachandrapuram, Hyderabad, the approved distance will be 750 KMs only.
- V (b) (iii) The consignments which are booked from the sub-contractors/suppliers of twin cities and in the vicinity of BHEL, R.C.Puram, Hyderabad-32 and routed through BHEL Ramachandrapuram, the extra distance of 75 KM will be added to the approved distance from BHEL to destination.
- V (b) (iv) For consignments of H1 & T categories, due to technical or any other reasons, if two trucks loads are carried by 1 trailer, the delivery period and grace period shall be reckoned as per trailer distances. However, the freight charges and other charges (if any) shall be paid for the distance and corresponding freight applicable for H1 & T category as the case may be. The freight payment to be made for two trucks or as per applicable trailer rates whichever is lower.
- VI **The minimum distance for all the categories of vehicles is 150 KM for 0-150 KM and 300 KM for 151-300 KM for calculating freight charges.**

All the categories of vehicles shall be in compliance with Motor Vehicles Act.

PRE-QUALIFICATION REQUIREMENT:

1. No. of branches: Minimum **50** branches all over India.
2. Minimum No. of ownership of vehicles (either in the name of the company or in the name of partners/directors) shall be **8 Trailers (Triple Axle)** with Gross **Vehicle Weight** (GVW) of 40.2 MT or 44.0MT or 49.1MT confirming the relevant provisions of MV Act.
3. Minimum Turnover per financial year (with respect to freight revenue only) shall be as follows:
 - (1) 2011-12Rs.14.00 Cr.
(Rupees Forteen Crores only)
 - (2) 2012-14Rs.16.00 Cr.
(Rupees Sixteen Crores only)
 - (3) 2014-16Rs.18.00 Cr.
(Rupees Eighteen Crores only)
4. The bidder shall submit proof of having transported at least **30** consignments from **20 MT to 30 MT** by Mechanical Trailers from **April 2011 to March 2014 (As per Proforma - III)**.

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DETAILS OF SCHEDULE -VIII C – Anywhere to Anywhere

- (a) Consignments booked from Mumbai, Chennai & any other Air/Sea ports in India to Anywhere in India and vice versa.
- (b) Light Commercial Vehicle (L), Heavy Commercial Vehicle(H), Open Truck(H1), Taurus(T), Trailers(T1, T2, T3 & T4 only).

CATEGORY OF VEHICLES

I Light Commercial Vehicle – LCV(L) :

Consignments having the following dimensions :

Length upto 4.5 Meters

Width upto 1.8 Meters

Height upto 2.0 Meters

Weight upto 3.5 MT

and above 3.50 to 4.0 MT proportionately paid.

II Heavy Commercial Vehicle – HCV(H)

Consignments having the following dimensions :

Length 4.51 to 6 Meters

Width 1.81 to 2.0 Meters

Height upto 2.0 Meters

Weight from 4.01 MT to 6 MT

and above 6.00 MT to 8.00 MT proportionately paid.

Consignments having any one of the above dimensions or weight are also covered under HCV Category.

III OPEN TRUCK (H1) :

The consignment having the following dimensions:

Length : Upto 6.00 Mts.

Width : 2.01 to 2.50 Mts.

Height : Upto 2.50 Mts.

Weight upto 6 MT

Above 6.00 MT to 8.00 MT proportionately Paid.

IV TAURUS (T):

The consignment having the following dimensions:

Length : 6.01 to 7.00 Mts.

Width : Upto 2.00 Mts.

Height : Upto 2.50 Mts.

Weighing from 8.01 MT to 15.00 MT

Above 15.00 MT to 16.00 MT Proportionately Paid.

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Consignments having any one of the above dimensions or weight are also covered under this Category.

Single piece weight from 7.00 MT to 8.00MT are also covered in this category.

V **TRAILER CONSIGNMENTS :**

The basis for considering the Trailer consignments would be the Dimensions/Weight.

Wherever the dimensions and weight are mentioned, the same are related to single case or single piece or single bundle unless otherwise specifically indicated.

The vehicles like Comet, etc. are also treated as trailers.

V (a) **TRAILOR (T1) :**

Dimensions:

Length	:	7.01 Mts to 12.00 Mts
Width	:	2.51 Mts to 3.60 Mts
Height	:	2.51 Mts to 3.00 Mts
Weight	:	16.01 to 22.00 MT

Above 22.00 MT to 25.00 MT proportionately paid.

For Consignments weighing upto 22MT (Double Axle), upto 25MT(Triple Axle) trailers to be placed.

Consignments having any one of the above dimensions or weight are covered under T1 Category.

Consignments of single piece weighing above 9.00 MT to 15 MT are covered under T1 Category.

BHEL reserves the right to club Taurus or Open Truck Loads for dispatching the same in suitable trailers or vice versa whichever is lower.

V(b) **TRAILOR (T2):**

Dimensions:

Length	:	12.01 Mts to 14.00 Mts
Width	:	3.61 Mts to 4.10 Mts
Height	:	3.01 Mts to 3.50 Mts
Weight	:	Above 25.00 MT to 35.00 MT.

Consignments having any one of the above dimensions or weight are covered under T2 Category.

Consignments of single piece weighing above 15.00 to 20.00 MT are also covered under T2 Category.

In case weight exceeds above 35.00 MT after loading of consignment, proportionate charges shall be paid from 35.01 to 37.50 MT. Transporter need to take care of any incidental charges while quoting .

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V(c) TRAILOR (T3):**Dimensions:**

Length : 14.01 Mts to 15.00 Mts
 Width : 4.11 Mts to 4.60 Mts
 Height : 3.51 Mts to 4.00 Mts

Consignments having any one of the above dimensions irrespective of weight are covered under T3 Category.

Consignments of single piece weighing above 20.00 to 30.00 MT are also covered under T3 Category.

V(d) TRAILOR (T4):**Dimensions:**

Length : Upto 16.00 Mts
 Width : 4.61 Mts to 6.00 Mts
 Height : 4.01 Mts to 5.50 Mts

Consignments having any one of the above dimensions irrespective of weight are covered under T4 Category.

Consignments of single piece weighing above 30.00 MT to 35.00 MT are also covered under T4 Category.

In case weight exceeds above 35.00 MT after loading of consignment, proportionate charges shall be paid from 35.01 to 37.50 MT. Transporter need to take care of any incidental charges while quoting .

All consignments weighing above 35.00 MT and dimensions over and above T4 Category will not be covered under AITC 2012 - '14. Contracts for the same will be finalized separately by CMM/CDC.

VI DELIVERY PERIOD :

- (a) The consignments collected shall be delivered within time without any delay.
 (b) The mileage to be covered per day for LCV/HCV/Taurus/Open Trucks/Trailers will be as follows:

	TYPE OF LOAD	CATE-GORY	MILAEGE TO BE COVERED PER DAY
(i)	LCV & HCV TRUCK LOADS	L & H	300 KM _s
(ii)	OPEN TRUCK & TAURUS LOADS	H1 & T	275 KM
(iii)	TRAILERS	T1	175 KM
(iv)	TRAILERS	T2	100 KM
(v)	TRAILERS	T3	80 KM
(vi)	TRAILERS	T4	70 KM

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- Note :**
- (1) The delivery time shall be considered excluding date of despatch and date of delivery. Cases where Road Permit is required, delivery time shall be reckoned from the date succeeding the date of approval of Way bill.
 - (2) For determining the number of days for delivery, for the leftover distance which is below the KMs fixed per day, one additional day will be counted.
 - (3) In case the due date of delivery falls on **Sunday/Public holiday**, next working day will be treated as due date of delivery.

VII PENALTY FOR DELAY IN DELIVERY:

- VII (a) Penalties for delayed deliveries of consignments are levied as under after allowing the grace period.
1% of freight charges per day of delay. Maximum 10% penalty upto 30 days.
Beyond 30 days, penalty is flat 15% of freight bill.
- VII (b) Waiver of late delivery penalty is at the discretion of Head of Stores-CMM/CDC/Purchase/Commercial Groups concerned based on the representation received from the transporter on case to case basis:
- VII (c) Force majeure conditions like cyclone, wash out of Roads, bridges, Civil Commotion etc. for all categories. Mechanical Failure is not considered as force majeure.

VIII INCENTIVE FOR QUICK DELIVERY OF CONSIGNMENTS:

The incentive shall be paid for quick delivery of consignments, in L, H, H1, T, T1, T2, T3 & T4 Categories only, if they are delivered earlier to stipulated delivery period excluding grace period. No incentive shall be paid (a) where additional prime mover is indented and (b) where longer route is taken. The incentive shall be paid only for those consignments which are **specifically identified by BHEL** (requested through e-mail / fax by CDC / Stores-CMM along with the Indent) and subject to a maximum of 10% of the normal freight charges.

L Category - Rs.500/- per each day saved in transit.

H Category - Rs.750/- per each day saved in transit.

H1 Category - Rs.1000/- per each day saved in transit.

T Category - Rs.1000/- per each day saved in transit.

T1 Category - Rs.1500/- per each day saved in transit.

T2 Category - Rs.3000/- per each day saved in transit.

T3 Category - Rs.4000/- per each day saved in transit.

T4 Category - Rs.4500/- per each day saved in transit.

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IX **APPROVED DISTANCES FOR FREIGHT PAYMENTS :**

IX (a) The distance for payment purpose shall be calculated as per the approved distances of BHEL Hyderabad. Wherever a particular station is not exhibited in the approve list, the distance shall be calculated as per the order of priority as specified below:-

1) Distances shall be calculated as in website maps.google.com. Wherever more number of distances are shown in the map, distance whichever is lower of all National Highways is considered.

2) In case some destinations are not covered in the above website the following websites will be considered as per priority.

(i) mapmyindia.com (Priority-2)

(ii) maps.yahoo.com (Priority-3)

IX (b) The distance between stations in terms of this clause shall be calculated as follows :

IX (b) (i) For incoming (which are in the name of BHEL)/out going, LCV, HCV, Taurus Loads, Open Trucks and Trailers from/to Station in the West Zone, the distance will be calculated up to/from Ramachandrapuram only as Ramachandrapuram is on the way to Hyderabad

IX (b) (ii) For incoming/out going, consignments between Mumbai and BHEL, Ramachandrapuram, Hyderabad, the approved distance will be 750 KMs only.

IX (b) (iii) The consignments which are booked from the sub-contractors/suppliers of twin cities and in the vicinity of BHEL, R.C.Puram, Hyderabad-32 and routed through BHEL Ramachandrapuram, the extra distance of 75 KM will be added to the approved distance from BHEL to destination.

IX (b) (iv) For consignments of H1 & T categories, due to technical or any other reasons, if two trucks loads are carried by 1 trailer, the delivery period and grace period shall be reckoned as per trailer distances. However, the freight charges and other charges (if any) shall be paid for the distance and corresponding freight applicable for H1 & T category as the case may be. The freight payment to be made for two trucks or as per applicable trailer rates whichever is lower.

X **The minimum distance for all the categories of vehicles is 150 KM for 0-150 KM and 300 KM for 151-300 KM for calculating freight charges.**

All the categories of vehicles shall be in compliance with Motor Vehicles Act.

XI **BULK/VOLUMINOUS CONSIGNMENTS:**

For bulk & light consignments, charges shall be computed as 1 cft = 10.70 Kgs. Or 1 Cubic Meter = 378 Kgs. For computing weight on volume basis the dimensions shall be invariably recorded on LR / GR. The freight charges shall be limited up to T Taurus Category. No ODC charges shall be paid if volume is computed on weight.

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PRE-QUALIFICATION REQUIREMENT

- 1) Minimum No. of branches **50** branches all over India.
- 2) Min. number of ownership of vehicles (either in the name of the company or in the name of partners/ directors): 10 LCV/HCV and 15 Taurus. Alternatively, transporters owning a minimum of 20 Trailers(Single Axle /Double Axle) and 8 Trailers(Triple Axle) Gross Vehicle Weight(GVW) of 40.2 MT or 44.0MT or 49.1MT confirming the relevant provisions of MV act will also be eligible subject to such transporters agreeing to supply LCV/HCV and Taurus as and when required at contract rates.
- 3) Minimum Turnover per financial year (with respect to freight revenue only) shall be as follows:
 - (1) 2011-12Rs.14.00 Cr.
(Rupees Forteen Crores only)
 - (2) 2012-14Rs.16.00 Cr.
(Rupees Sixteen Crores only)
 - (3) 2014-16Rs.18.00 Cr.
(Rupees Eighteen Crores only)

The bidder shall submit proof of having transported atleast **30** consignments from **20 MT to 35 MT** by Mechanical Trailers from **April 2011 to March 2014 (As per Proforma - IV)**.

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PROFORMA-I

**(DOCUMENTARY PROOF OF EXPERIENCE AND WORKING
FOR BHEL SISTER UNITS - ON PARTY'S LETTER HEAD)**

REF:.....

DT:.....

C E R T I F I C A T E

THIS IS TO CERTIFY THAT M/s.....

(NAME OF THE CARRIER)

ARE ON ANNUAL CONTRACT WITH US FOR TRANSPORTATION OF THE
FOLLOWING CONSIGNMENTS:

1. SMALLS
2. MINI TRUCKS (LCV/HCV)
3. TAURUS / OPEN TRUCKS
4. TRAILERS UPTO (35 MT)

THE CONTRACT WITH THE CARRIER IS VALID FROM (DATE)
TO (DATE)

SIGNATURE WITH DESIGNATION & SEAL

Signature and Seal of the Transporter

PROFORMA II

(Proforma for Banker's Certificate on Bank Letter Head)

M/s.
.....

(NAME OF THE TRANSPORTER WITH ADDRESS)

(a limited company / private company / partnership / proprietorship) is maintaining a current account in our bank continuously since April **2011** till date. The Transactions of the firm has been found satisfactory and their financial position is sound.

Date:

SIGNATURE WITH SEAL OF THE BANK

Signature and Seal of the Transporter

PROFORMA-III**(FOR SCHEDULE IIIA ONLY)****(PROOF OF TRANSPORTATION OF 30 CONSIGNMENTS FROM 20 MT TO 30 MT BY
MECHANICAL TRAILERS)****(ON PARTY'S LETTER HEAD)**

REF:.....

DT:.....

C E R T I F I C A T ETHIS IS TO CERTIFY THAT M/S.....
(NAME OF THE CARRIER)HAVE TRANSPORTED THE FOLLOWING CONSIGNMENTS FOR US FROM APRIL
2011 TO MARCH 2014.

SL. NO	LR / GR NO. & DATE	FROM	TO	DESCRIPTION OF THE COMPONENT	WEIGHT (KGS)

SIGNATURE WITH DESIGNATION & SEAL

Signature and Seal of the Transporter

PROFORMA-IV**(FOR SCHEDULE VIIC)****(PROOF OF TRANSPORTATION OF 30 CONSIGNMENTS FROM 20 MT TO 35 MT BY
MECHANICAL TRAILERS)****(ON PARTY'S LETTER HEAD)**

REF:.....

DT:.....

C E R T I F I C A T ETHIS IS TO CERTIFY THAT M/S.....
(NAME OF THE CARRIER)HAVE TRANSPORTED THE FOLLOWING CONSIGNMENTS FOR US FROM APRIL
2011 TO MARCH 2014.

SL. NO	LR / GR NO. & DATE	FROM	TO	DESCRIPTION OF THE COMPONENT	WEIGHT (KGS)

SIGNATURE WITH DESIGNATION & SEAL

Signature and Seal of the Transporter

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)

CHECK LIST FOR TECHNO-COMMERCIAL BID

NAME OF THE BIDDER : _____

ADDRESS FOR CORRESPONDENCE : _____

NAME OF THE PERSON TO BE CONTACTED:

TELEPHONE NO. (OFFICE) : _____

(RESIDENCE) : _____

(MOBILE) : _____

FAX NO.: _____

e-Mail : _____

PAN : _____

Details of EMD amount.			
DD / Pay Order No. & Date	:		
Name of the Bank	:		
Branch/City where DD is drawn	:		
Sl. No.	PARTICULARS	To tick in the box (✓)	Page Nos. where documents are enclosed
01.00	Status of the firm (Please tick in the appropriate box)		
01.01	Public Limited Company		
01.02	Private Limited Company		
01.03	Partnership firm		
01.04	Single ownership		
01.05	Others		
02.00	Registration No. of the Company		
03.00	Copy of Power of Attorney / Partnership Deed		

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04.00	Memorandum of Articles of the Company/valid Registered Partnership Deed where ever applicable duly attested by Notary.		
05.00	Banker's certificate regarding financial status of the Company since April 2011 to till date (Original as per Proforma-II).		
06.00	IBA approval		
06.01	IBA certification from 1 st April 2011 to till date duly attested by Notary.		
06.02	First registration with IBA duly attested by Notary		
07.00	Xerox copy of PAN No. issued by Income Tax Authorities" duly attested by Notary		
08.00	Copy of Income Tax proof having submitted the returns for Financial year		
08.01	2011-'12		
08.02	2012-'13		
08.03	2013-'14		
09.00	Turn over (Rs. In crores) for the financial years (duly audited / certified by a Practitioner Chartered Accountant registered with Institute of Chartered Accountants of India)		
09.01	2011-'12		
09.02	2012-'13		
09.03	2013-'14		
10.00	Documentary proof of experience		
10.01	Bidders should have minimum 3 years experience in Transport and documentary proof should be produced. Copies of work order with ones completion certificates duly signed by the agency who have engaged the transporter.		
11.00	Documentary proof of having transported 30 consignments from 20 MT to 30 MT from April 2011 to March 2014 (for Schedule-III A as per Proforma-III)		
11.01	Documentary proof of having transported 30 consignments from 20 MT to 35 MT from April 2011 to March 2014 (for Schedule-VIII C as per Proforma-IV)		
12.00	Documentary proof of experience and working for BHEL sister units under annual rate contract(as per Proforma-I)		
13.00	No. of branches (Branch list with addresses, telephone numbers mobile nos & e-mail id)		

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13.01	Schedule I - 150		
13.02	Schedule III A - 50		
13.03	Schedule VIII C -50		
14.00	Ownership of Vehicles (List of vehicles with Regn. No. and type of vehicle is to be furnished along with photostat copies of R.C. Books duly attested by Notary. The bidder shall endorse on each R.C. Book, the postal address of the RTA where the vehicle is registered)		
14.01	Schedule IIIA - 8 Trailors with GVW of 40.2MT or 44.0MT or 49.1 MT		
14.02	Schedule –VIIIIC : 10 LCV/HCV and 15 Taurus. Alternatively, transporters owning a minimum of 20 Trailors (Single Axle /Double Axle) and 8 Trailors(Triple Axle)with Gross Vehicle Weight(GVW) of 40.2 MT or 44.0MT or 49.1MT		
15.00	Whether quoted for		
15.01	Schedule – I		
15.02	Schedule – III A		
15.03	Schedule – VIII C		
16.00	Confirm whether the duties and taxes existing on this day of submission are considered while submitting the tender.		
17.00	Confirm acceptance of owing responsibility for penalty/levies, due to non compliance of any applicable Act Viz. MV Act. Existing in the respective state.		
18.00	Copy of Service Tax Registration No.		

This is to certify that we shall abide by the terms and conditions of Tender Notice Ref. No. CMM-STORES/CC/024/2015-16, DATE: 05.05.2015.

This is to certify that we have not been suspended or black listed by any BHEL unit.

NOTE :-

- [01] **The transporters invariably have to quote for all the categories in each schedule, failing which the offer will be rejected for the particular Schedule.**
- [02] All the xerox copies enclosed shall be attested by a Public Notary.
- [03] The bidder shall sign on all the copies of technical bid and affix his seal .
- [04] All the required documents shall be filed in the same serial as per the format/column of the “Technical and commercial Bid”. All the pages shall be serially numbered on the right hand side top corner. Page numbers of the concerned documents also shall be filled in “Technical and Commercial Bid” in the column provided. Offers without relevant documents are liable to be rejected.

Signature and Seal of the Transporter