

BHARAT HEAVY ELECTRICALS LIMITED

ELECTRONICS DIVISION

P.B.NO.2606, MYSORE ROAD,BANGALORE-560026

Ref: CE-MM-GI/LTC 2013-15

Date:13.09.2013

Local Transport Contract 2013-15

Sealed tenders are invited from contractors having experience and infrastructure in execution of works of similar nature.

Name of work	Estimated cost in RS in Lakhs	EMD Amount in Lakhs	Contract period	Last date of tender submission
Movement of consignment from various transporters godowns, Local suppliers works ,Railways stations to BHEL-EDN, Mysore Road/BHEL-ESD, Electronics city and vice versa	95.23	1.50	2 years	07.10.2013

For details visit [www.bheledn.com/www.bhel.com/www.tenders.gov.in](http://www.bheledn.com/www.bhel.com/www.tenders.gov.in). All corrigenda, amendments, time extensions clarifications, etc.(if any) to the tender will be hosted on these websites: [www.bheledn.com/www.bhel.com](http://www.bheledn.com/www.bhel.com) only. Bidders should regularly visit websites to keep themselves updated.

SDGM/CE-MM-GI

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

**Annexure I:TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15.**

**REF:MMI/373/LTC/CON/2013-15**

**Dt.13.09.2013**

**1.0 SCOPE OF WORK:**

Clearance, transportation and booking/delivery of the consignments including loading & unloading in and around Bangalore within 60 km radius distance from BHEL-EDN as detailed below.

a)Collection of consignments as per LR, RR, from various transport carriers godown, wear houses & Railways and deliver to BHEL.EDN/BHEL-ESD and vice versa from BHEL.EDN/BHEL-ESD to various transport carriers godown, wear houses & Railways including loading & unloading and collection of rejected materials from BHEL-EDN and deliver to various transport carriers godown, wear houses & Railways.

b)Collection, transportation of consignments from our local suppliers located at various places in and around Bangalore within 60 km radius distance from BHEL-EDN and deliver to BHEL-EDN/ESD including loading & unloading.

c) Collection of parcels from State Bank of Mysore( SBM)/ Punjab National Bank( PNB)/Any other bank near BHEL-EDN premises and handover to respective GI cells of EDN.

d)Collection, Transportation of various raw material, components, equipments & machineries from BHEL-EDN to BHEL-ESD and vice versa.

e) Transportation of space Panel/Substrate from BHEL-ESD to ISRO, Bangalore and vice versa,

**2. Duration of the contract:** For the period of two years from the date of awarding the contract.

**3.Value of the work:** Approximately total billing value will be around RS 95,23,421/= and it is intended to award the contract to only one party.

**4.Earnest Money Deposit:** The offer must be submitted with an EMD of RS 1,50,000/=(Rupees One Lakh and fifty thousand only) in the form of Pay order or Demand draft drawn in favour of BHEL-EDN, Bangalore obtained from any nationalised or scheduled Bank. Offers without EMD or EMD in any other form will not be considered.EMD of unsuccessful bidders will be returned within 30 days of award of contract, through EFT.EMD of successful bidders can be adjusted towards SECURITY DEPOSIT and the same will be returned as per Security Deposit clause of this tender after completion of the contract. No interest will be paid on EMD

**5.SECURITY DEPOSIT & AGREEMENT:** Contractor should furnish security deposit with BHEL- EDN in any one of the following forms before commencement of the work, for contract value as indicated below.

Rs 4 Lakhs + 5% of the amount exceeding Rs 50 Lakhs

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

- a) Cash( as permissible under the income tax act)
- b)Pay Order, Demand Draft in favour of BHEL-EDN Bangalore.
- c)Local Cheques of scheduled Banks subject to realization.
- d)Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.,(Certificates shall be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL-EDN, Bangalore and discharged on the backside)
- e)Bank Guarantee from the Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format shall have the approval of BHEL-EDN, Bangalore.
- f)Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Fixed Deposit Receipt shall be in the name of the Contractor , A/C BHEL-EDN, Bangalore duly discharged on the back.
- g)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 paid before start of the work and balance 50% shall be recovered from the running bills.
- h) EMD of successful bidder shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against d) & f)above shall be subject to hypothecation or endorsement on the documents in favour of BHEL-EDN Bangalore. However, BHEL-EDN will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security deposit will be released after satisfactory completion of the contract if NO LIABILITIES are established. Security Deposit will be forfeited by the contractor if there is any failure on their part to abide by any contractual terms and conditions.

No interest shall be paid on the security deposit. The contractor will have to execute an agreement on RS 200/=( Rupees TWO hundred only) Non -Judicial stamp paper for proper execution of the contract.

**6.Last date for submission of tender : 07.10.2013-MONDAY / 13.00 HRS.**

**6.1.Tender opening;**

**a)The Techno Commercial bid** :will be opened on 07.10..2013- MONDAY at 13.00 hrs at 2<sup>nd</sup> floor New Engineering building , CE-MM conference hall in the presence of the bidders who wish to be present.

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

**b)Price bid opening:** Shall be intimated to all the technically accepted bidders.

**7.Instruction to Tenderers:**

The tender shall be submitted in two parts namely I)Techno-Commercial bid ( Annexure-I-10 Pages) and II)Price bid (Annexure-II-2 Pages)

Techno Commercial bid must be submitted confirming acceptance ( for confirmation of acceptance, bidder should sign in all the pages of terms & conditions of tender document) to all the clauses indicated in the tender document along with required documents & EMD and any other enclosures, which the contractor wish to submit. These are to be enclosed in one sealed envelope super scribed with tender reference as “TECHNO COMMERCIAL BID”

PRICE BID as per the schedule of rates given in annexure II-SCHEDULE 1A to 1F duly filled, signed and affixed relevant seal must be submitted in another separate sealed envelope super scribed with tender reference as “PRICE BID”.Price bid envelope must contain only the rates.

Sealed envelopes of both 1)Techno-Commercial bid and 2) Price bid must be put in another single sealed envelope and super scribed with tender reference & due date and must be dropped in the CE-MM MONDAY tender box kept at BHEL-EDN, Bangalore RECEPTION area within the specified date & time. Late offers and offers through e-mail /Fax etc., will not be considered.

After evaluation of Techno Commercial bids , Price bids of only those contractors who are technically accepted will be opened on a subsequent date ,which will be intimated to the concerned in advance for witnessing of Price bid opening.

Rates quoted must be valid for four months from the date of opening of Techno Commercial bid. In case any contractor withdraws his offer within four months , his EMD will be forfeited.

All the entries in the tender document should be written in one ink. All the columns in the tender form (Price bid-Annexure-II-2 Pages-SCHEDULE OF RATES)should be filled without leaving any blank and all the pages of the tender must be duly signed & stamped by the contractor. Corrections if any shall be done legibly and countersigned by the contractor.

**8.Essential ciriteria for award of contract:** The following are the essential ciriteria for finalizing the contract and hence requested to provide the same without fail.

- 1)Acceptance of all scope of work indicated without any deviation
- 2) . Documentary proof for details of similar local transport work carried in any of public sector /large scale industries within preceding 3 years period
- 3)Name and address of the transport company:

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

4) Contact person with name, designation. phone no &e mail ID details:

5)Income tax PAN no & Service Tax Registration no details:

( Copy of the above must be attached)

6)Type of vechile required : Minimun 1 no in each of the vechile indicated below:

Tempo, Mini Truck(MTL),Full truck( Lorry) and Open Body TRUCK

For the above vechile copy of R.C Book to be enclosed if owned by the contractor or

Documentary proof for having regular Hire arrangement with vechile owners for the entire contract period of two years

**9. Calculation of L1 offer:** Cumulative L1 rate will be arrived for award of contract based on the weightage calculations as detailed below.

S.NO	DETAILS OF ACTIVITY	AVERAGE QUOTED VALUE OF ACTIVITY	% OF WEIGHTAGE	OVERALL L1 RATE
1	SCHEDULE 1A		3	
2	SCHEDULE 1B		48	
3	SCHEDULE 1C		100	
4	SCHEDULE 1D		44	
5	SCHEDULE 1E		5	
6	SCHEDULE 1F		100	
	Cumulative L1 offer for award of contract			

i)For schedule 1A, 1B,1D, 1E overall L1 rate for each schedule will be arrived as follows:

Overall L1 rate for each of the above schedule(schedule 1A, 1B,1D,1E )will be the rate arrived by multiplication of average quoted value of all sub activities of individual schedule and % of weightage as indicated in the above table.

ii)For schedule 1C & 1F actual quoted rate will be considered without any % of weightage multiplication.

iii)The cumulative L1 rate for awarding the contract will be arrived from the average value of all the individual schedules overall L1 rate.

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

iv) In case if more than one offer becomes same for cumulative L1 rate, overall L1 rate for the purpose of deciding overall L1 for finalizing the contract, further weightage calculation will be as follows.

For schedule 1B-50%, 1D -42% of overall L1 rate respectively. For all other schedule as arrived as indicated above.

**10. BILLING:**

10.1. The transporter shall submit their bills only after obtaining acknowledgement with seal and signature and date from the receiving authority mentioning weight, no. of parcels/sizes. Billing of the consignments on volume basis can be made only if the volume of the consignment against each LR, RR etc., is not less than 75 cft. The equivalent weight of volumetric consignment shall be at 1 cft=15 kgs. Once the bill is submitted subsequent changes or supplementary bill will not be entertained.

10.2. Bill shall be submitted by the contractor in duplicate to,

1. Executive/GI Stores in case of incoming consignments to GI stores.
2. Executive /Shipping in case of outgoing consignments and collection of rejected material.
3. Executive /CE-Prodn-PPC in case of material movement from BHEL-EDN to BHEL-ESD and vice Versa.
- 4 Executive BHEL-ESD for movement of ISRO job.

10.3 In case of consignment collected on the basis of purchase order, the charges admitted will be based on the actual weight of consignment collected, in case vehicle is returned empty without transporting any material, charges for return of empty vehicle will be admitted as per contract rate specified for this event on proper certification from service utilized agency.

10.4. No payment shall be made on the trips performed for enquiry/availability of materials transporters godown or at suppliers works.

10.5. The demurrage charges or any other incidentals charged by transporter for non collection of the consignments within 48 hrs from the time of collection of LR/RR from BHEL-EDN shall be recovered from the contractor.

**11. PAYMENT:**

The bill will be paid generally within 30 days from the date of submission of the clear bills. The bill should be self-explanatory against the consignments collected. In case if the contractor delivers

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

partial material/short supply, BHEL EDN/ESD will not process their bill unless otherwise supported by the certificate issued by the outstation transporter. Similarly incase all the cases as per weight are delivered to BHEL EDN/ESD but the same found to be damaged partly or fully their payment shall not be made till the issue is settled . On the contrary the contractor shall be held responsible for shortage/damage etc., and any financial loss in this regard shall be recovered from the running bills or security deposit of the contractor , therefore sufficient care has to be taken while handling the material. The payment will be made through e-payment( through EFT only).

**12 GENERAL CONDITIONS OF THE WORK.**

12.1. The contractor's responsibility for this contract will commence from the date of award of contract.

12.2. At any stage during the period of contract if any information furnished by the contractor is found to be false , faulty and misleading etc., such a contract is liable for termination and their EMD /Security Deposit will be forfeited.

12.3.The local transport generally confined to working days during working hours of BHEL-EDN. When it is essential to ply vechiles during holidays or beyond the company working hours , the contractor shall obtain permission of the Executives of concerned dept for the same in writing. Normally during all working days the contractor is required to deliver the consignments collected on day to day basis before 14.30 hrs. All the consignments are to delivered as per the instructions of Executives /stores to various stores/work centers and are to be duly acknowledged by the concerned incharge with seal, signature and date. Otherwise the collection shall not be passed for payment.

12.4.Contractor/their staff shall report to executive concerned at BHEL every day by 08.00hours to ascertain the schedule of collection for the day apart from pending collection of LR's /RR/RPPs etc., and liason with concerned departments.

12.5.The contractor should have an office at Bangalore with telephone, e-mail for effective communication and execution of the contract. A liaison personnel is required to be maintained by contractor excluding the crew members who jointly operate for collection /delivery of the consignments.

12.6. Details of requirement of Open Body Truck( OBT) for carrying Space Panel from BHEL-ESD to ISRO and vice versa:

- a) Open body truck is required to place the Substrate/ Panel container securely fastened and to be covered with tarpaulin.
- b) Chasis should be flat
- c) Container size is 3.3 M(L)X2.4 M( W) X0.35M( H)
- D) Weight of the empty container is 500 kgs

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

Also please note that the following points to be taken care for this ISRO job movement.

- a) The vehicle shall be in good condition with flat surface
- b) 100% Container must rest on Deck of truck, otherwise liable for rejection.
- c) The vehicle must have tarpaulin and rope.
- d) The driver shall carry driving license and truck fitness certificate to be produced at ISRO.
- e) The Police permission for vehicle plying in Airport road to enter and exit ISRO main gate shall be arranged by BHEL.
- f) ISRO entry permission shall be arranged by BHEL
- g) The material required to be transported in container is substrate/ space panel is a very delicate and costly.

12.7. Local collection LR/GR to be issued at the request of BHEL official wherever required.

12.8. The contractor shall make good any transit loss/damage to the consignment due to any fault of the contractor like theft, pilferage, wrong handling and rash driving of the vehicle by the crew of transporter.

12.9. Sufficient safety precautions to be taken by the contractor's crew while executing the contract within premises of BHEL-EDN/ESD. Besides the above, payment of their staff and any loss or damage to their crew while executing the contract or otherwise shall be total responsibility of the contractor. Under any circumstances BHEL shall not be responsible for any loss or damage to property or staff of the contractor.

12.10. The contractor is fully responsible for the loss of documents i.e. LRs, RRs etc., and any loss shall be to contractor's account.

12.11. Strict discipline should be ensured by the contractor. They shall be responsible for any misbehaviour of his staff at BHEL-EDN/ESD premises.

12.12. The contractor shall provide the suitable/required vehicle to carry out the allotted work. For manual loading and unloading, contractor has to co-ordinate with required manpower for loading & unloading. If the consignment requires any other facility like crane, forklift etc for loading & unloading, it has to be arranged by the respective dept.

12.13. It is the total responsibility of the contractor to maintain all the road transport regulations, road discipline, proper maintenance of their vehicles etc., including proper insurance cover for vehicle. Necessary documentation like license, tax paid receipts are the total responsibility of the contractor



TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

In addition to the above While transporting hazardous chemicals, contractor must comply with the requirements of safety instructions as per Motor Vehicle act 1989 and subsequent amendments and take adequate measures for Emergency preparedness. Any failure in this regard during the tenure of the contract is liable for cancellation of the contract.

Following Main provisions made in the MV Act 1989 relating to "TRANSPORTATION OF HAZARDOUS GOODS" are to be complied with, while transporting hazardous goods by road.

Rule No.	Description
9	Educational qualifications for drivers of goods carriages carrying dangerous or hazardous goods.
129	Transportation of goods of 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.

12.14.If the consignment is found in open /damaged condition at carrier's godown the delivery shall be taken with open delivery condition certified by the transporter's official or delivery shall be taken in the presence of representative of BHEL EDN/ESD Besides the above, payment of their staff and any loss or damage to their crew while executing the contract or otherwise shall be total responsibility of the contractor. Under any circumstances BHEL shall not be responsible for any loss or damage to property or staff of the contractor.

12.15.**Revision if rate:** No revision of rate shall be accepted till the expiry of contract.

12.16.The company reserves the right to terminate the contract before the expiry date if the performance of the contractor is not satisfactory. The company also reserves right to avail services of any other contractor for the above job either in part or full during currency of the contract.

12.17.The contractor shall have no claim whatsoever on the company if fixed volume or value of work is not given to them during the currency of contract.

12.18.The contract period of two years may be extended further period from 3 months to two years depending upon the requirement on the same terms and conditions if mutually agreed upon.

12.19.Demurrages incurred due to company holiday or any other reasons like strikes at transporter's godown etc., shall be negotiated by BHEL-EDN/ESD with the transporter and suitable relaxation for duration of collection of 48 hrs shall be accorded by the concerned executive of BHEL-EDN/ESD

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

12.20. The contractor who has thus entered into contract should be in touch with the company and collect LR/RR and other relevant document like invoice etc., from concerned on daily basis and should keep constant watch on arrival of goods at carrier's godown and collect immediately after arrival of consignment to avoid demurrage. All the materials should be collected and handed over within 24 hours from the time of document is handed over to the contractor.

12.21 From the date of receipt of LR/RR From BHEL EDN/ESD the contractor responsible for any demurrages or penalty imposed by the transporter for not collecting the goods within 48 hours after receiving LR/RR from BHEL EDN/ESD.

12.22. Although contractor has to collect the material within 48 hours from the time of receipt of the documents from BHEL they shall make all efforts to collect the material same day and deliver to stores.

12.23. No detention charges are payable if the vehicle of the contractor is detained anywhere due to any reasons.

12.24. Modvat copy of invoice should be collected by the contractor at the time of taking delivery from carrier's godown and the same shall be handed over to goods inwards stores along with consignment under acknowledgement from GI Staff in the event of non-availability of Modvat copy with carrier, it shall be intimated to executive-stores (GI)) without taking delivery of the consignment

12.25. The Contractor shall ensure delivery of the collected material directly to BHEL without unloading the consignment either in their godown or elsewhere, failing which penal action will be taken against the contractor on this account. Similarly the outgoing consignment taken out of BHEL shall be booked /delivered and shall not be detained at any other place In case any pilferage/ damage is noticed in violation to this condition, the total responsibility shall be on the part of the contractor and the cost of material will be recovered from their running bills/deposit.

12.26. Number of trips to be made on each day will be decided by the Executive of BHEL EDN/ESD.

12.27. Since the time is the essence of the contract, the contractor shall ensure that the documents entrusted to them for collection and delivery of the consignment is carried out on day basis as per the schedule given by BHEL EDN/ESD official and their representatives to avoid delay. Failing which BHEL- EDN/ESD has every right to arrange for collection of the same from other sources and difference in charges incurred in this regard will be recovered from contractors running bills

12.28. For the purpose of billing the places from where the materials are being received are indicated below as indicative locations.

Yeswantpur	Kalsipalayam	Neel mangala	Peenya Indl.area
City Railway godown	Sudhama nagar	Madivala	Attibele
Contonement	BIAL-Devanahalli	Jindal factory	Whitefield
Lalbagh	ESD –Electronic city		

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

In addition to the above locations, from any places in and around Bangalore within the radius of 60 KMS from BHEL-EDN also applicable for the above mentioned scope of work.

12.29. AGM/ CE-MM(MPC&GI Stores) , BHEL-EDN shall be the accepting officer in respect of this contract.

12.30. The Jurisdiction in respect of any dispute arising out of this contract shall be that of the courts Situated in Bangalore city only.

12.31. Any dispute arising out of this contract shall be referred to the unit Head( Executive Director as on date), Bharat Heavy Electricals Limited, Electronics Division ,Bangalore-560026 or his authorized representative for sole arbitration and his decision shall be final and binding on both the parties. The venue of arbitration shall be such a place as may be fixed by the arbitrator in his sole discretion. The award of arbitrator shall be the final, conclusive and binding on both the parties of the contract.

Yours faithfully

For Bharat Heavy Electricals Limited / Electronics division

P.Lakshmanan

SDGM/CE-MM-GI

# BHEL-ELECTRONICS DIVISION

## TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

### ANNEXURE-II PRICE BID SCHEDULE OF RATES FOR VARIOUS ACTIVITIES FOR LOCAL TRANSPORT CONTRACT 2013-15

#### SCHEDULE IA

S,NO	NAME OF THE WORK	LOAD RANGE KGS	RATE IN FIGURE(RS /PAISE)	RATE IN WORD (RS/PAISE)
1	Collection of Consignments	301-500		
	Including rejected materials	501-1000		
	as per LR/RR from transporter	1001-2000		
	Godown/Railways etc and	2001-3500		
	deliver to BHEL-EDN/ESD and	3501-6500		
	vice versa including loading	>6500		
	and unloading			
2	Service charge in RS/LR or RR			
3	Minimum charge per trip upto 300 kgs			

#### SCHEDULE I B

S,NO	NAME OF THE WORK	LOAD RANGE KGS	RATE IN FIGURE(RS /PAISE)	RATE IN WORD (RS/PAISE)
1	Collection of Consignments	1-1000		
	from our local suppliers	1001-2000		
	located at various places in	2001-3500		
	and around Bangalore and	3501-6500		
	Deliver to BHEL-EDN/ESD	>6500		
	Including loading and			
	unloading			
2	If vehicle returned empty	For TEMPO		
	Without material minimum	For LCV		
	Charge payable	For Lorry		

#### SCHEDULE I C

S,NO	NAME OF THE WORK	RATE PER PARCEL IN FIGURE RS	RATE PER PARCEL RS IN WORD
1	Collection of parcel from State		
	Bank of Mysore/Punjab		
	National Bank/Any other located near		
	BHEL-EDN premises and		
	Handover to respective Goods		
	Inward cells of BHEL-EDN		

## BHEL-ELECTRONICS DIVISION

### TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2013-15

#### SCHEDULE ID

S,NO	NAME OF THE WORK	TYPE OF LOAD	RATE PER LOAD IN FIGURE RS	RATE PER LOAD IN WORD RS
1	Collection of raw material,	MTL		
	Components, equipments and	FTL		
	Machineries from BHEL-EDN to			
	BHEL-ESD and vice versa			
	MTL-Mini truck load upto3500kgs			
	FTL-Full Truck Load 3501-9000kgs			

#### SCHEDULE IE

S,NO	NAME OF THE WORK	RATE PER PARCEL IN FIGURE RS	RATE PER PARCEL RS IN WORD
1	Transportation of space panel		
	From BHEL-ESD to ISRO/ Bangalore		
	as indicated below through OBT		
	i)From BHEL-ESD to ISRO, Bangalore		
	ii)From ISRO, Bangalore to BHEL-ESD		
	iii)From BHEL-ESD to ISRO and		
	Return back to BHEL-ESD		
	(OBT-Open body truck)		

#### SCHEDULE I F –HANDLING CHARGES FOR THE ACTIVITY OF SCHEDULE 1A

S,NO	LOAD IN RANGES -KG	RATE PER LR/RR IN FIGURE RS	RATE PER PARCEL RS IN LETTER
1	301-500		
	501-1000		
	1001-2000		
	2001-3500		
	3501-6500		
	>6500		