

TRANSPORT CONTRACT
TENDER DOCUMENT

2012-2014

Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Electroporcelains Division
Prof.CNR Rao Circle, Opp.IISc.
Malleswaram
Bangalore 560 012

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1.0 NOTICE INVITING TENDER

- 1 Scope of work : a) **Outgoing Consignments**
Transportation of Materials (part and Full Truck loads, small loads & mini truck Loads) from Bangalore to various places
- b) **Incoming & other Consignments**
Transport of materials from various places inside country to Bangalore and from any place to any place inside country.
2. Qualifying requirements : Please refer Page 4
- 3 Approximate quantum to : a) Outgoing material 13,000 MT per annum
b) Incoming & others 8,000 MT per annum (including special places).
- 4 Duration of contract : Two years from the date of award of the contract.
- 5 Earnest money to accompany the Tender : Rs.2,00,000 /-(Rupees Two Lakhs only) in the form of a crossed Demand draft /Pay order favouring
BHARAT HEAVY ELECTRICALS LIMITED,
ELECTROPORCELAINS DIVISION,
BANGALORE-560 012.
6. Contact Person for all Clarifications : a) **Outgoing Consignments**
S.Mazumdar, Sr.DGM/Comml
Tel: 080-22182251
E-mail: sm@bhelepd.com
b) **Incoming & other Consignments**
A.K.Sharma, DGM/MM
Tel: 080-22182219
E-mail: asharma@bhelepd.com
- 7 Last Date of receipt of Techno-Commercial offer and Price Bid. : **14.00 Hrs on 10-05-2012.**
- 8 Date of Opening of Techno-Commercial offer : **14.30 Hrs on 10-05-2012.**

Integrity Pact: Name & Address of Independent External Monitor is given below (Please note that appropriate details of Integrity Pact should be filled up, signed & seal affixed of the Authorised Signatory and should be submitted along with your Techno-Commercial Bid with out fail. This is mandatory and any offers received without Integrity Pact shall stand summarily rejected.

Name & Address of IEM:

Shri J.M.Lyngdoh, IAS (Retd.)
Plot No.144-145,
Pragati Resort
Proddator Village & PO,
Shankarpally Road,
Rangareddy Dist. AP -500 033

Sr.Deputy General Manager / Commercial
Bharat Heavy Electricals Limited,
Electroporcelains Division,
BANGALORE-560 012

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2.0 QUALIFYING REQUIREMENTS FOR BIDDING

1. The bidders shall own a fleet of at least 50 trucks of minimum capacity 9 Tonnes. The details of the vehicles owned shall be furnished through authentic documents showing registration number, ownership, capacity etc. (Attested copies of RC Books, for example).
2. Transporters should have achieved an Average Annual Turn Over of Rs. 100 Crores in the last 3 years with proof of Balance sheet / IT returns.
3. A well spread network of branches across the country - Minimum of 12 branch offices in different state capitals & 50 Branch offices in other regions of country **(list to be furnished)**.
4. Should submit notarized affidavit that they have not been blacklisted or suspended by any of BHEL units and have not been held guilty by any court of law for any offense involving fraud, dishonesty and moral turpitude.
5. Should have well equipped office in Bangalore with good communication facilities like phone, fax, e-mail and PC.
6. Should be a scheduled /nationalized bank approved transporter.
7. Integrity Pact (enclosed 7 pages) should be filled up, signed & seal affixed of the Authorised Signatory and should be submitted along with your Techno-Commercial Bid with out fail. This is mandatory and any offers received without Integrity Pact shall stand summarily rejected.

3.0 INSTRUCTION TO TENDERERS

1. The tender is processed in **Two parts** viz.

Part A: Techno Commercial bid.

Part B: Price Bid.

Part A of the tender form which is the Techno Commercial bid along with duly filled Annexure I & II, EMD and other enclosures such as documents for qualifying requirements, branch list, Copy of IBA certificate, commercial terms, requirement as mentioned in GTC etc. must be submitted in one sealed envelope Super scribed with **tender reference** and **"Techno Commercial Bid"**.

Part B of the tender form which should contain **only the price bid** must be submitted in another separate sealed envelope Super scribed with **tender reference** and **"Price bid"**. The formats are Annexure-III, IV & V.

All enclosures tenderers wish to submit must be enclosed with technical bid only and Price bid envelope must contain only rates.

2. Both separately sealed Techno commercial bid and Price bid must be put in a single envelope super scribed with tender reference and must be dropped in the tender box after identifying the box kept in the reception within specified date and time by the representative of the tenderer. Late offers and quotes through e-mail / fax/ courier will not be considered.
3. The Techno commercial bid should also contain an **Unpriced price schedule** form duly signed for which the price offer has been submitted (Annexure III, IV and V).
4. All tenderers can witness the opening of Techno-commercial bid. After evaluation of techno-commercial bids, price bids of only those transporters who are techno-commercially found suitable will be opened on a subsequent date which will be informed to concerned parties in advance for witnessing price bid opening.
5. All entries in a tender document should be in one ink, corrections, over writings, cuttings, etc. are not permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and **all the pages must be duly signed & seal by the tenderer.**
6. Tender forms can be collected from the office of Sr.DGM/Comml on working days between 12.30 Hr and 15.30 Hr, after payment of Rs 1000/- (Rupees one thousand only) by way of **Demand draft** drawn in favour of **"Bharat Heavy Electricals Limited, Electroporcelains Division, Bangalore 560012"** payable at Bangalore.
Tender forms can also be downloaded from the website www.bhelceramics.com & www.bhel.com. However, tender form fee of Rs.1000/- in such cases to be paid along-with tender by a separate DD (non refundable). Any amendments to the tender will be put on website only.

4.0 GENERAL TERMS AND CONDITIONS

1. Unit rate should be quoted in figures as well as in words with reference to each category,

1. Outgoing consignments in **Annexure III**
2. Incoming consignments & any where to anywhere inside country in **Annexure IV and special places in V**

NOTE: Tenderers may quote either for

Sl.no.1 i.e. Outgoing consignments

OR

Sl.no.2 i.e. Incoming consignments & any where to anywhere inside country and special places

OR

For both Sl.nos.1 & 2.

3. The above rates quoted should be inclusive of loading at despatch point, unloading at destination point and any other incidentals. However for **incoming consignments to BHEL**, the unloading will be done by BHEL. Category of loads are as defined below:

Category – I Full truck load - 15500 kg to 16200 kg

Category - II Full truck load - 8000 kg to 9000 kg.

Category - III Mini Truck load - 3000 kg to 3500 kg

Category- IV 9T Open Body truck

Category- IV 40 Feet Trailor (22MT Apprx)

Category - VI Part Load - >3500 kg to <8000 kg.

Category - VII Small Load - <3000 kg

3. Rates should be quoted separately for:

i) Outgoing consignments. (Annexure III)

ii) Incoming consignments and Anywhere to Anywhere inside the country (Annexure IV) and Special places (Annexure V)

4. Delivery & Door Collection charges for small loads (**Category-7**) should be quoted separately in the Annexures III & IV. However Door collection and door delivery charges shall not be admissible for mini truck loads, part load and FTL.

5. In quoting the rates, the tenderers are advised to take into account all the factors including any fluctuations in the market rates, toll charges, entry charges etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the Contract.

6. Before tendering, the tenderers are advised to carefully go through the **Terms and Conditions of the Contract** and the Tender Notice which form part of the Agreement to be entered into.

7. The rates quoted shall remain valid for 3 MONTHS from the date of opening of tenders. Withdrawal of tender during the above period of three months shall entail forfeiture of the full amount of the Earnest Money Deposit.
8. In the event of the tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, the person holding the power of attorney on behalf of the firm. In the later case, the power of attorney, duly attested by a Gazetted Officer, must accompany the tender.
9. Every tender must be accompanied by a Demand Draft for Rs.2,00,000/- (**Rupees Two Lakhs only**) drawn in favour of Bharat Heavy Electricals Ltd., Electro-porcelains Division, Bangalore-12, towards Earnest Money. This money shall not carry any interest and the money will be refunded to the unsuccessful tenderers after three months from the date of opening of the tender or within one week from the date of finalisation of the award whichever is later. EMD can be deposited by a DD / pay order from Scheduled Banks.
10. Tenders without Earnest Money Deposit will not be accepted. EMD is to be paid either by a DD or by a pay order only. **Payment by Cheque towards Earnest Money Deposit is not acceptable.** Any request for adjusting outstanding bills with BHEL in lieu of Earnest Money Deposit will under no circumstances be accepted. In the case of the successful tenderers, the Earnest Money Deposit will be retained as a part of the Security Deposit. A Security deposit has to be deposited as mentioned below before award of contract.
 - Up to Rs.10 lakhs : 10%
 - Above Rs. 10 lakhs up to Rs. 50 lakhs : Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10lakhs
 - Above Rs. 50 lakhs : Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.
11. Security deposit is accepted in any one of the following methods:
 - a) Demand draft.
 - b) Local Cheques of Scheduled banks, subject to realization.
 - c) 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 DD or can be recovered @10% of the running bills. The Bank guarantee format should have the approval of BHEL.
 - d) EMD of the successful tenderer shall be converted and adjusted against the Security deposit
 - e) The security deposit shall not carry any interest.
12. Successful tenderers have to execute an agreement on stamp paper of Rs.100/- as token of having accepted the rates, terms and conditions of this Contract.
13. Incase the Transporters whose tender is accepted fails to sign the contract Bond and deposit the necessary Security deposit and arrange for Bank guarantee as required, within fifteen days from the date of receipt of orders to execute the contracts, the amount of Earnest Money already deposited by them shall be forfeited and acceptance of his tender will be withdrawn.

14. If a Tenderer withdraws their offer after submission and before acceptance of their tender then the Earnest Money deposited by him is liable to be forfeited.
15. BHEL-EPD, reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
16. The offers should be in full conformity with the terms and condition of this tender. No counter conditions are acceptable, and incorrect and incomplete tenders will be rejected. **Rates must be quoted in Annexure-III, IV & V for each category & all special places to qualify.**
17. Tenders not submitted on the prescribed forms will be rejected.
18. The Contract shall be in force for **TWO YEARS** from the date of award of contract
19. Any clarification if needed, in any respect can have from the undersigned before submitting the tender.
20. If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BHEL-EPD, reserves the right to reject such tender at any stage.
21. If any unethical practices are adopted for securing the Contract, The offer of such a tenderer shall be rejected.
22. Sr.DGM/Comml for Outgoing materials and DGM / MM for Incoming materials shall be the receiving Officers herein referred to as such for the purpose of this Contract.
23. In addition to **Annexure-I** following documents are also to be submitted along with the tender.
 - 1 Names and Addresses of reputed firms / Government of India Undertakings / State Government establishments, BHEL Units with whom Contracts have been entered into by the tenderers, during the last five years (Please indicate the details separately year-wise giving value of the Contracts).
 - 2 Latest Income Tax Clearance Certificate.
 - 3 A Certificate to the effect that tenderer is an Independent Contractor working on his own incase of no Partnership deal is existing.
 - 4 Printed list of the branch offices with full address and telephone numbers of the tenderers.
 - 5 List of the associates with their addresses of the tenderers
 - 6 A copy of the Banker's Association approval.

- 7 Registration number of the vehicles owned by the Tenderers with details of the coverage of National Permit.
- 8 Duly filled in Questionnaire as per Annexure II.
- 9 One copy of our special Terms and Conditions duly signed by the tenderer.

24. Non-submission of any of the above information and testimonials with the tender may result in the tender being not considered.
25. Original Bankers Association membership Certificate and any other proof like the branch offices held by them have to be provided by the Transporters before awarding of the contract.
26. An undertaking that they will comply with notifications and laws promulgated from time to time by the Govt of India, State of Karnataka and local area authority of Bangalore

Signature of the Tenderer.

5.0 SPECIAL TERMS & CONDITIONS OF TRANSPORT CONTRACT

1. The Security Deposit is liable to be forfeited for any breach in the terms and conditions of the Contract on the part of the Tenderer and in addition the Carrier shall be liable for any loss or damage that may be caused to the materials of BHEL-EPD.
2. The Bank Guarantee is liable to be revoked at any time for any breach in the terms and conditions of the Contract. However this Bank Guarantee shall be released only after six months from the date of successful completion of the Contract.
3. Criteria for load distribution for various transporters will be as under:
 - a) 4 (Four) transporters will be selected for outgoing and 3 (Three) transporters for incoming and any where to anywhere inside country & special places for transportation of materials.
 - b) Overall L-1 transporter will be offered a price by BHEL. On acceptance after negotiation with L-1, the same will be offered to others in the order of their standing in price bid. Only on acceptance of this offered price (without further negotiation) the contract awarded.
 - c) For transporters offering lowest rates in their ORIGINAL quote, BHEL may consider to the extent practically possible following percentage of work load per annum, subject to the transporter placing vehicles as required by BHEL from time to time.

	Outgoing transportation	Incoming transportation, Anywhere to anywhere & Special places
L1	40 %	50 %
L2	30 %	30 %
L3	20 %	20 %
L4	10 %	-

4. The division of load is purely based on the rates quoted at the first instance and to encourage healthy competition. However, for the sake of winning the contract if rates are quoted and after award of the contract, if a transporter refuses to place the truck on grounds of non remunerative route or other problems then BHEL reserves the right to either to get the truck from open market and deduct the charges from the concerned transporters pending bills or to alter the division of load or to entirely disqualify such transporters and go to the next lowest bidder out of the original evaluation. This will be applicable throughout the contract period.
5. For this purpose the contractors will be intimated about non performance in writing and if there is no improvement within next 15 days, a final warning will be issued. If there is no improvement in the next one week after the issue of final warning then the necessary action as decided by BHEL will be taken and no appeal will be entertained.

6. The calculation of the transport charges will be based on kilometres distance as obtained from the Road Map of India published by Survey of India, Motoring Guide of India latest edition published by Automobile Association of India, Calcutta and Maps published by TTK. Transporters should note that no further claims will be entertained because of reasons like additional kilometres due to ring roads, bypass roads, other obstructions in the stated roads etc. These factors should be built in their offers and subsequent claims for extra kilometres for above reasons will not be admitted for any reason.

In case the truck is not placed within a reasonable time (say 12 hours), BHEL will exercise the option of requesting transporters of higher Original quote or to the transporters who is ready to place immediately or to the transporter who has not been given enough load previously.

The performance of each transporter will be evaluated along with the percentage of load given and intimated quarterly for improvements. The percentages are subject to variation depending upon the performance of transporter with respect to Quality of service and compliance to other needs of BHEL EPD. The right to distribute the load and to alter the percentages rests solely with BHEL EPD.

7. The rates agreed between BHEL-EPD and the successful tenderers shall be inclusive of loading at despatch point and unloading at destination point and all extra charges like surcharge, Hamali charges, Goods tax, and collection charges etc.. However, Octroi charges, wherever payable, have to be paid initially by the Contractor which shall be reimbursed to the contractor on submission of documentary proof identifying BHEL-EPD consignments. **Our contracts are generally with Customers like Power Grid, NTPC, Power Stations, Electricity Boards, Railways, Transmission line contractors. Delivery will be stores of these Customers & unloading will be at their respective Stores which may be noted.** The working safety of all persons of transporter like loading, unloading, driver, cleaner shall be ensured by the transporter and BHEL-EPD does not accept any liability on this account.
8. In case of any damage, accident to the articles or the trucks carrying the articles, the Consignor should be informed immediately for taking further action at their end.
9. Any extra weight of the consignment over and above **9T / 16.2T truck & 40 ft trailer** shall be treated as extra weight and freight charges paid proportionately. The rates will be taken considering the nearest slab for proportionate calculations. For mini trucks 3.5MT (category-6) and below shall be considered as Full truck load. Any extra weight over and above 3.5 MT for Mini truck shall be treated as extra weight and extra freight charges paid proportionately.
10. BHEL-EPD, will accept a uniform scale of 1 cubic feet as **11 kgs** for working out Volumetric weight in respect of light and bulky/voluminous consignments. BHEL design weight will be the authorised weight for freight calculations wherever available.
11. The Contractors shall have to collect and deliver the consignments from BHEL-EPD Sites or any other notified places without any extra charge in respect of full or part load.

12. In case of parcels/small loads, the materials shall be booked at the Contractor's Godown and collected also from their Godown. Whereas the Contractors are asked for Door delivery/Collection, the same shall be complied with for which Door delivery /Door collection charges shall be paid extra on production of documentary evidence from the consignee/Consignor concerned for parcels or part loads less than 3.50 MTs. (if not booked in LCV category).

13. Prompt delivery of the consignment is of prime importance and penalty will be levied for delay. The time applicable for transportation will be 300 km. per day incase of full load by Truck and Mini Truck. If the consignment is not delivered within the normal transit time as above plus 2 days grace time excluding the day of loading and unloading, penalty @ 2% per week subject to a maximum of 75% of the total freight shall be levied on the Contractor.

Similarly, in the case of parcels and small/part loads, the transit time allowed for delivery of the consignments will be as under:

i.	0 - 500 Kms	7 days
ii.	501 - 1000 Kms	15 days
iii.	1001 and above	20 days

Delay in delivery beyond the above period plus 2 days grace time will attract penalty @ 2% per week or part thereof subject to a maximum of 75% of the total freight against particular consignment.

Whenever the Penalty becomes leviable, the grace time of 2 days will also be considered for calculating Penalty amount.

Sr.DGM/Commercial or DGM / MM may however review the penalty based on the representation by the Transporter and waive off penalty if justifiable.

14. In case the materials are delivered at wrong destination or short delivered it will be the responsibility of the Contractor to collect the material and deliver to the correct consignee at the risk and expenditure of the Contractor. Contractor will not be eligible for any payment on account of such additional trips involved.

15. Even in cases where the transport Contractor does not have their branch office or delivery point at any place in India, all consignments either part load or full load to such places shall have be accepted by the Contractor for transportation and delivered to such points and Vice versa.

16. For full truck-load of BHEL-EPD materials, No Transshipment will be allowed, as the materials are of fragile nature and should be carried in trucks directly to the destination. The truck No. in which the material is originally loaded should be recorded in the L/R and acknowledgement obtained from the Consignee for both materials and the Truck No. In case of transshipment due to unavoidable reason, prior permission from BHEL-EPD authorities to be obtained in writing (by e-mail). In case of unauthorized trans-shipment, evaluation rating will be affected.

17. Minimum chargeable distance allowed is 200 KMS and minimum chargeable weight allowed is 40 KGS.
18. All road permits or licenses or any other relevant authorisation from competent authority, as required for running the vehicles shall be obtained by the Contractor at his own cost. All road rules pertaining to different States should be followed by the Contractor.
19. It shall be the responsibility and obligation of the Carrier to ensure safety & security of the consignments entrusted to him for carriage and to effect the delivery to the designated consignee in the same sound condition as received by him and within the time schedule stipulated. Any destruction, deterioration, or damage or breakage caused to the articles entrusted to the Carriers for carriage shall be made good by the Carriers only.
20. Once the materials are accepted for transportation by the Contractor, they shall be deemed to have been handed over by the Consignor in good condition and thereafter it becomes the responsibility of the Contractor to deliver the materials in safe condition to the Consignee. In case the consignee reports any breakages or shortages, the Contractor should make good of the loss.
21. The Contractor shall not sublet or transfer the contract or any part thereof which tantamounts to termination of the contract and result in forfeiture of the Security Deposit & revoking the Bank Guarantee.
22. If BHEL-EPD, is dissatisfied with the performance of the Contractor, their contract is liable to be terminated at any of the time by giving prior written notice of 30 days subject to further action as indicated in Condition No.1
23. BHEL-EPD, reserves the right to allocate the Contract to one or more Carriers in the same route or to all routes at their discretion.
24. Bills for payment of Transport charges shall be submitted by the Contractor separately for each consignment in triplicate along with the original and a photocopy of the discharged goods consignment note duly acknowledged by the Consignee.
25. BHEL-EPD, will arrange to pay the Contractor's bills after scrutiny within 45 days from the date of receipt of bill by **Electronic Fund Transfer (EFT)**.
26. All Contractors will have to produce valid Income Tax Clearance certificates from the income Tax Officers concerned along with their quotation.
27. No demurrage, wharfage, ground rent, or godown rent is leviable for BHEL-EPD consignments and the Contractors should produce bank approved GC note of their own Company for the goods consigned through them.
28. a) The Contractors must be able to produce the vehicle for any of the place within India as per BHEL-EPD requirement **within 8 to 12 hours from the time of indent for the despatch of materials.**

- b) If the Carriers fails to supply the required number of vehicles in time, BHEL-EPD reserves the right to fix up any other Carrier who can render immediate service and the extra freight paid over the Contract rate shall be recovered from the bills pending to be paid to the Contractor who fails to supply such vehicles. If such instances are repeated frequently, the matter will be viewed seriously and action will be initiated for breach of contract.
- c) Whenever Part loads (at the agreed contract rates) are not immediately collected from our works as per the terms of this Contract, arrangement would be made to send them in our own vehicle or through any hired vehicle to the Contractor's Office and the expenses with other incidentals incurred thereof over the Contract rates shall be recovered from the Contractor's pending bills.
- d) Similarly in the case of Incoming materials the instances of our Suppliers refusing to utilise the services of our Contract carriers may be brought to our notice immediately in writing for taking suitable action.
29. An escalation of 0.30 paise increase/decrease Per Metric Tonne per Kilometer for every ten paise increase/decrease in the price of HSD in Bangalore per litre is allowed subject to satisfactory documentary evidence. Freight increase on any other element is not admissible. HSD price on the day of opening of the tenders shall be taken as the basis for calculations.
30. The contract shall remain in force for a period of Two Years with effect from the date of award (LOI).
31. Part loads will be treated only as such and no matter whichever region the goods are consigned to, and part loads will not be considered as full load, for the purpose of payment.
32. The Contractor shall have no right to demand at any time during the currency of the Contract, any minimum quantity of load for the transportation.
- OUTWARDS GOODS AREA Approximately 1400 full loads and 100 part loads would be available per annum.
 - INWARDS GOODS AREA 800 Full Truckloads and 50 Part Truckloads will be available per annum.
33. While accepting the consignments for transportation, the Carriers should ensure that necessary documents for Check-post are collected, so that the consignments are not detained en-route for want of these documents. Any detention or expenses incurred on this account shall be the Carrier's responsibility to get the consignment released and delivered in time. **In case of floods/Strikes/Riots materials should be kept in transporter's godown.**
34. Where BHEL-EPD, intends to depute an escort for certain important consignments, the escort should be allowed to go in the same vehicle to such destination for which no extra charges being paid.

35. The documents handed over at the booking points and meant to be handover to the consignee such as delivery challan, Excise Invoice etc., should be carefully carried and handed over to the consignee along with the materials. Any loss due to delay, or any additional expenditure on this account will be debited to the Contractor.
36. Bills shall be submitted for payment immediately along with the consignee's acknowledgement and there should not be delay in any case for more than One Month.
37. In case of detention of truck for 24 hours or more in the loading or unloading of BHEL-EPD consignment at source or destination, **detention Charges of Rs.600/-** per day for full truckload and Rs. 800/- per day for '40ft trailer' shall be paid subject to production of documentary evidence.
38. Distance between two places will be determined by the shortest route as arrived with reference to Road map of India published by Survey of India and motoring guide of India latest edition published by Automobile Association of India, Calcutta, TTK Guide, and by ascertaining from local authority/site in the case of places not covered by these publications. However adoption of longer route being considered in the following cases:
- i) For avoiding Ghat sections and other road constraints like bridges, tunnels, culverts etc., en-route in respect of over dimensional consignments and,
 - ii) For avoiding disturbed/riots prone or flood affected areas, the same shall be determined with reference to the area to be passed through and weight and dimension of the consignment on case to case basis and such routes will be authorised and fixed before despatch. The Transporter, in such cases shall furnish documentary evidence like Octroi gate passes, special road permit, repair and maintenance bills en route if any, filling of Diesel news paper reports etc., along with their bills establishing the fact that they have used the longer route so authorised.
39. Placement of vehicles for Hill stations – North Eastern regions: 10% extra charges on the basic rates of all the schedules covering places of North Eastern Region of India and Hill Stations for places such as Assam, Arunachal Pradesh, Agartala, Tripura etc and above Simla, J&K will be covered.
40. The Contractors should have their BRANCH OFFICE at BANGALORE through which only all transactions of booking the vehicles and settling all day to day transactions shall be made. The concerned Branch Manager should have the authority to take all decisions in respect of this contract. Offers of Contractors whose Office is not located in Bangalore shall be rejected.
41. BHEL-EPD takes a very serious view of issuing LR/GCs to their Suppliers by the transporters without taking physical possession of materials and if any such contravention is noticed, BHEL-EPD reserves the right to terminate the Contract or take any other appropriate action against such a Contractor.

42. The LR/GC notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment should be covered by LR/GC note.
43. All disputes and differences arising out of the contract shall be referred to the Unit Head of BHEL-EPD, who is hereby constituted as the sole Arbitrator and his decision shall be final and binding on the parties.
44. In respect of all matter arising out of or pertaining to the Contract, the cause of action thereof shall be deemed to have arisen only at Bangalore City where BHEL-EPD Factory is situated. All legal proceedings pertaining to the above matters or disputes shall be instituted only in Courts having territorial jurisdiction over the place where BHEL-EPD Factory is situated and no other Court shall have the jurisdiction.
45. The Tenderer has accepted the terms and Conditions stated above and has signed in all pages after understanding.

Signature & seal of the Tenderer
(Name in Block Letters)

6.0 PART- A TECHNICAL BID

ANNEXURE I

To
Sr.DGM / Commercial
Bharat Heavy Electricals Limited,
Electroporcelains Division,
Science Institute Post,
BANGALORE-560 012.

Date: . .2012

Dear Sir,

I/We hereby offer to carryout the work of transportation of small, mini, part, and full lorry loads from BHEL-EPD, Bangalore-12 to any other places within the Country and vice-versa and any place to any other place within the country as given in the scope of work.

I/We have carefully perused the following documents connected with the above mentioned work and agree to abide by the same.

1. Notice inviting tenders,
2. Tender Notice,
3. Terms and Conditions of contract,
4. Details of Schedule of Rates.

I/We forward herewith a Demand Draft No..... dt..... for Rs.2,00,000/- (Rupees Two Lakhs only) on towards Earnest Money which shall be refunded should this tender is not accepted. I/We further agree to deposit the Security Deposit and also Bank Guarantee as stipulated under Clause 15 of the Tender Notice.

I/We further agree to execute all the work referred to in the said documents as per the terms and conditions contained or referred to in tender notice and as per schedule of rates.

I/We further agree to refer all disputes in case arises to the sole arbitration of the Unit Head of BHEL-EPD, Electro-porcelains Division, Bangalore-560012, or his appointee for Arbitration in his sole discretion, whose decision shall be final and binding on both parties.

Witness:
(Signature with Address)

Signature of the tenderer
Date:

1

2

17

17

7.0 PART-A TECHNICAL BID**ANNEXURE II****QUESTIONNAIRE**

(Forming part of the Contract to be filled in by the tenderer)

1. Name in full under which the Tenderer is trading :
2. Address of the Official premises :
3. Telephone No. / Telegraphic Address :
4. Registered as : Public limited Co / Pvt Ltd / Partnership / others .. specify
5. Address of the Partner/ Proprietors of the tenderer's firm/ concern and in case of companies: particulars as to Manager, Managing director, Directors or Managing Agents as the case May be :
6. Have you regular schedule service between Important places in the Country? : Yes / No
7. Since how long you are in the transport trade : Up to 1 year / 1-5 years / 5 years and above
8. How many vehicles you own? : Up to 10 nos / 10-50 nos / 50 nos and above
9. Have you got Bank approved G.C in the name of your firm : Yes / No
10. What notice do you require for providing a lorry for transport : Immediate / 24 hours / 72 hours one week
11. Have you godown space in the important cities in the country? : No / If yes, Name of cities in a separate sheet with details
12. Whether godowns and consignments are insured against fire, theft and other risks? : Yes / No

13. Name of your important clients : Please attach separate sheet
14. Printed list of your own branches : Please attach separate sheet with their full address & telephone numbers
15. Are you an approved Carrier in any of our other BHEL Units. If so, furnish the name of the unit and the period of contract : Please attach separate sheet
16. Are you approved by IBA : Yes / No
If yes attach copy of approval

I, we hereby certify that to the best of my / our knowledge the particulars furnished above are true. Please treat the above information as confidential and should not be divulged to unauthorized persons.

Signature & seal of the Tenderer

Place :

Date :

Witness with their address

1)

2)

PART B: SCHEDULE OF RATES FOR OUT-GOING CONSIGNMENTS**1. RATE PER KILOMETER**

Category of vehicle/load	0 - 1000 KMS	1001 & ABOVE
CATEGORY 1 Full Truckload (16.20 MT)		
CATEGORY 2 Full Truckload (9.00 MT)		
CATEGORY 3 Mini Trucks (3-3.5MT)		
CATEGORY 4 9T Open Body Truck		
CATEGORY 5 40 Ft Open Body Trailer (22MT Apprx)		

2. RATE PER KILOMETER PER MT

CATEGORY 6 Part Load (3.50 -8.00 MT through Lorry only)		
CATEGORY 7 Small Load (Less than 3.0 MT through Lorry only)		

3. EXTRA CHARGES

Extra Charges for Door delivery/Collection for less than 3.0MT (For Category-7 only)	
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Notes:

1. Minimum chargeable distance for freight payment = 200 kms
2. 10% extra charges on the basic freight for Hill Stations in North Eastern Region & up Simla (only for the distance in hilly region).

SIGNATURE & SEAL OF THE TENDERER

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8.0 PRICE BID

ANNEXURE IV

PART B: SCHEDULE OF RATES FOR IN-COMING AND ANYWHERE TO ANYWHERE IN THE COUNTRY CONSIGNMENTS & PLACES NOT COVERED IN ANNEXURE-V.**1. RATE PER KILOMETER**

Category of vehicle/load	0 - 1000 KMS	1001 & ABOVE
CATEGORY 1 Full Truckload (16.20 MT)		
CATEGORY 2 Full Truckload (9.00 MT)		
CATEGORY 3 Mini Trucks (3-3.5MT)		

2. RATE PER KILOMETER PER MT

CATEGORY 4 Part Load (3.50 -8.00 MT through Lorry only)		
CATEGORY 5 Small Load (Less than 3.00 MT through Lorry only)		

3. EXTRA CHARGES

Extra Charges for Door delivery/Collection for less than 3.0 MT (For Category-5 only)	
--	--

Notes:

1. Minimum chargeable distance for freight payment = 200 kms
2. 10% extra charges on the basic freight for Hill Stations in North Eastern Region & up Simla (only for the distance in hilly region).

SIGNATURE & SEAL OF THE TENDERER

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8.0 PRICE BID

ANNEXURE-V

PART B: SCHEDULE OF RATES FOR INCOMING CONSIGNMENTS FOR SPECIAL PLACES ONLY.

SL. NO.	PLACE	ITEM	Approx QTY in tons per annum	DIST. in KM (Appx.)	Rate per Truck Load (9MT)	Rate per Truck Load (16.2MT)
1	BELGAUM	CALCINED ALUMINA	2150	499		
2	CHENNAI PORT	CALCINED ALUMINA, JAPAN BALL CLAY, HYMOND BLUE CLAY	841	335		
3	HYDERABAD	FELDSPAR	732	562		
4	JHANSI	PYROPHILITE/SERSITE	914	1637		
5	KATNI	CALANDUM CEMENT	1000	1405		
6	THANE	CEMENT / PVA	160	970		
7	NAGPUR	MANGANESE DIOXIDE	191	1049		
8	RAJAPALYAM	PLASTER OF PARIS	40	533		
9	SALEM	CALCITE/ASY QTZ/ CEM.	324	203		
10	THANGAD, GUJARAT	THAN CLAY	426	1690		
11	RANIPET	KILN FURNITURE	50	219		
12	PONDICHERY	ALUM / BARIUM CARBONATE	44	296		
13	UDAIPUR	TALC	44	1751		
14	FALTA (W.B)	CA ALUMINA ALMATIS	40	1924		
15	MUMBAI	SILICONE SEALANT	36	1000		

Note:

1. Incoming quantities mentioned above are indicative only. BHEL reserves the right to operate or not.
2. Collection points are nearest to the above mentioned stations.

SIGNATURE & SEAL OF THE TENDERER

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9.0 TENDER EVALUATION CRITERION

Based on the previous year's data, evaluation of tender will be carried out as described below:

1. Outgoing Consignments.

- P = Rate quoted for 0 to 1000 km FTL for 16.2 T
Q = Rate quoted for 1001 and above FTL for 16.2 T
R = Rate quoted for 0 to 1000 km FTL for 9 T
S = Rate quoted for 1001 and above FTL for 9 T
T = Rate quoted for 1001 and above 9T Open Body Truck
U = Rate quoted for 1001 and above 40Ft Trailer

COMPUTED PRICE for Outgoing = $0.03 \cdot P + 0.81 \cdot Q + 0.03 \cdot R + 0.03 \cdot S + 0.05 \cdot T + 0.05 \cdot U$

2. Incoming Consignments & Anywhere to Anywhere.

- A = rate quoted for 0 to 1000 km FTL for 16.2 T for special places
B = rate quoted for 1001 and above FTL for 16.2 T for special places
C = rate quoted for 0 to 1000 km FTL for 9 T for special places
D = rate quoted for 1001 and above FTL for 9 T for special places

COMPUTED PRICE for incoming = $0.1 \cdot A + 0.4 \cdot B + 0.1 \cdot C + 0.4 \cdot D$

Note :

1. BHEL reserves the right to select the transporters for each of the special places depending upon their individual quotes for the respective places, even though the transporter is overall L1 in ranking as per NIT
2. The L1 rates of Annexure IV will be counter offered to the successful transporters of Annexure V.

10.0 PERFORMANCE EVALUATION AND DISTRIBUTION OF POINTS

Points for distribution will be as follows out of 100 points :

1. Quality : 45 Points
2. Delivery : 20 Points
3. Service : 35 Points

Quality Ratings: 45 Points

Consignments delivered in sound condition	35 points
Consignments delivered with damage upto 1%	25 points
Consignments delivered with damage upto 2%	10 points
Consignments delivered with damage more than 2%	0 points
Consignments delivered without transshipment	10 points
Consignments delivered with authorised transshipment	5 points
Consignments delivered with unauthorised transshipment	0 points

Delivery Ratings: 20 points

As per clause ie (sl no 10) of SPECIAL TERMS & CONDITIONS OF TRANSPORT CONTRACT

Consignments delivered in time	20 points
Consignments delivered with delay upto 2 Days	10 points
Consignments delivered beyond delay of 2 Days	0 points

Service Ratings : 35 points

(a) Placement of trucks (max. 15 points)

For placement of vehicles within 24 hours	15 points
For placement of vehicles within 24 -48 hours	10 points
For placement of vehicles beyond 48 hours	0 points

(b) Readiness to help (maximum 10 points)

This is being awarded by the concerned HOD of the department depending upon co-operation & timely service .

(c) Timely intimation of consignment reaching destination for outgoing consignment (maximum 10 points)

Intimation within 3 days	10 points
Intimation within 5 days	5 points
Intimation greater than 5 days	0 points

(d) Timely intimation for lifting of incoming consignments (maximum 10points)

Intimation within 1 day	10 points
Intimation within 2 days	5 points
Intimation greater than 2 days	0 points

PERFORMANCE RATING AND BUSINESS LOADING

- i) Against the above performance system, the transporters shall be awarded points quarterly out of 100 points. Rating of each transporter shall be assessed on regular basis against the parameters noted and the transporters ranked in the following order:
- | | |
|--------------|--------------|
| a. "A" grade | 80 and above |
| b. "B" grade | 70 – 80 |
| c. "C" grade | 60 – 70 |
| d. "D" grade | <60 |
- ii) Business loading shall depend upon the performance in the previous period.
- iii) Transporters scoring less than 60 marks shall be put on watch list.
- iv) If improvements are not visible, then BHEL reserves the right to remove such contractors from the list.
