

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2018-20

TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2018-20.

REF: CE-MM-GI-373/ LTC 2018-20 date 15.06.2018

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/BHEL-ESD as detailed below.

- i) Clearance of materials from transporters godown, Railways, local suppliers/ any other places in and around Bangalore within 60 km radius against LR/ RR/ PO etc., and deliver to BHEL.EDN/BHEL-ESD/any other place and vice versa including loading and unloading.
- ii) Collection of parcels from State Bank of India/ Punjab National Bank/any other bank/post office located near BHEL-EDN premises and handing over to BHEL- EDN.
- iii) Collection of materials, equipments and transportation from BHEL-EDN to BHEL-ESD and vice versa including loading and unloading distance 40 KM one trip
- iv) Transportation of space panel /substrate from BHEL-ESD to ISRO and vice versa including loading and unloading distance 40 KM one trip

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

3.0 Estimated value of the work: For two years Rs.76,04,520 (Rs. seventy six lakhs four thousand five hundred twenty only)

4.0 Earnest Money Deposit(EMD): All the tenders must be submitted with an **EMD of Rs.**

- a. **85,000 /- (Rupees eighty five thousand only) in the form of DD obtained from any nationalized or scheduled bank, drawn in favour of BHEL EDN Bangalore along with Techno- Commercial bid.**
- b. **EMD paid online thro' SBI E COLLECT is also acceptable. A copy of payment receipt has to be attached along with techno- commercial bid. (Refer Appendix II for instructions).Tenders without EMD by DD or online payment receipt will not be considered.**
- c. Micro and small enterprises (MSE) are exempted from payment of EMD. These firms are required to furnish a copy of certificate from the concerned department for claiming the exemption with techno-commercial bid. (Refer **proforma II** format).
- d. EMD of unsuccessful tenderers will be refunded, without any interest, within 15 days from the date of award of contract. EMD of successful tenderer can be adjusted towards Security Deposit.

5.0 Last date & Time for submission of tender : 06.07.2018 and 13.00 Hrs

Tender opening;

a)The Techno Commercial bid :will be opened on 06.07.2018 at 13.30 Hrs at tender opening room next to reception, New Engineering building , in the presence of the bidders who wish to be

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present.

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

6.0SECURITY DEPOSIT & AGREEMENT: The successful tenderer should execute a contract agreement with all terms and conditions as per this tender document on a non-judicial stamp paper of Rs.200/- denomination for proper execution of the contract and furnish a **Security Deposit for 5%** of the contract value which will be intimated later, for 30 months(24 months validity + 6 months claim period) from the date of award of contract.

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL EDN Bangalore .
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.The Bank Guarantee format shall have the approval of BHEL EDN.
- iv) Fixed Deposit Receipt (FDR) issued by scheduled banks / Public financial institutions as defined in the Companies Act. The FDR should be in the name of the Contractor A/c BHEL EDN.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kissan Vikas Patras etc., (held in the name of the contractor furnishing the security and duly endorsed/ hypothecated/ pledged , as applicable, in favour of BHEL-EDN)
- vi) **Atleast 50% of the required security deposit, including the EMD should be paid before start of the work.** Balance of the security deposit shall be recovered from the running bills @ 10 % from each of the running bills of the contractor till the total amount of the required security Deposit is collected.

Note: EMD of the successful tenderer shall be converted and adjusted against Security Deposit. The Security Deposit shall not carry any interest. Acceptance of Security Deposit against sl.no.iv) and v) above shall be subject to hypothecation or endorsement on the documents in favour of BHEL EDN. However, BHEL EDN shall 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.

The Security deposit will be forfeited in the event of breach of any of the terms and conditions of this contract by the Contractor.

The Security deposit will be released after satisfactory completion of the contract if NO LIABILITIES are established and on the Contractor rendering a No Demand and No Due Certificate from ESI & PF authorities and after adjusting any sums due to BHEL EDN or any other sister division of BHEL from the Contractor.

7.0 Instruction to Tenderers:

- i) The tender shall be submitted in two parts namely1)Techno-Commercial bid with Annexure-I(Page no. 1-17) and 2)Price bid Annexure-II(Page no. 18).
- ii) 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 including Pre-Qualification Requirements in Annexure 1) 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"

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- iii) PRICE BID as per the schedule of rates given in annexure II-SCHEDULE A1,A2, B & C duly filled, signed and affixed relevant seal must be submitted in another separate sealed envelope superscribed with tender reference as "PRICE BID". Price bid envelope must contain only the rates.
- iv) Sealed envelopes of both 1) Techno-Commercial bid and 2) Price bid must be put in another single sealed envelope and superscribed with tender reference & due date and must be dropped in the FS- tender box no.7 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.
- v) 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.
- vi) Rates quoted must be valid for three months from the date of opening of Techno Commercial bid. In case any contractor withdraws his offer within three months, his EMD will be forfeited.

8.0 Goods and Services Tax (GST):

- i) BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No. The Bidder shall mention Bidder's GSTIN number in all quotations and invoices submitted. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- ii) Invoice submitted should be in the format as specified under GST Laws viz.all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature-CGST, SGST, GST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
- iii) Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- iv) Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- v) For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the quotation / invoice.
- vi) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
- vii) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- viii) All the entries in the tender document should be written in one ink. All the columns in the tender form (Price bid-Annexure-II-SCHEDULE OF RATES) should be filled 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.

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9.0 Non- conformities between the figures and words of the quoted prices:

- a. If, in the price structure quoted for the required services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price in which case the total price as quoted shall govern and unit price corrected accordingly.
- b. If there is an error in the total corresponding to the addition or subtraction of sub totals, the sub totals shall prevail and the total shall be corrected ; and
- c. If there is a discrepancy between words and figures , the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figure shall prevail subject to (a) and (b) above.
- d. If there is such discrepancy in an offer, the same is to be conveyed to the bidder with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

ii) It is intended to award the contract on two transporters L1 & L2 in the ratio 55:45 in each of the schedules (A1+A2), B & C. In case of single technically qualified response, full quantity will be ordered on one vendor.

iii) Bidder should quote for all the activities in all schedules for arriving schedule-wise L1 . In case of no quote for any activity, the offer shall not be considered for evaluation.

10.1 Essential criteria for award of contract: The following are the essential criteria for finalizing the contract and hence requested to provide the same without fail or else the techno-commercial bid is liable for rejection.

- i) Acceptance of all scope of work indicated without any deviation

Documentary proof for details of similar local transport work carried in any of public sector/ industries within preceding 7 years period.

- ii) Name and address of the transport company:

Contact person with name, designation. Phone/ mobile no & e mail ID details:

- iii) Income tax PAN no & GST registration no details(Copy of the above must be attached)

- iv) Type of vehicle required : Minimum 1 no in each of the vehicle indicated below:
Tempo(STL), Mini Truck(MTL), Full truck(Lorry) and Open Body Truck.

For the above vehicle copy of R.C, Road tax, Insurance and NP(Non-Karnataka vehicles) to be enclosed if owned by the contractor or documentary proof for having regular hire arrangement with vehicle owners for the entire contract period of two years.

10.2 Calculation of L1 offer: schedule-wise L1 rate (A1+A2),B & C separately will be arrived for award of contract based on total of quoted value and the quoted value will be arrived by multiplying the quoted rate with quantity against each of sub-activities in the respective schedules.

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	SCHEDULE A1- LR/RR/PO COLLECTION –Description of work			
	Clearance of materials from transporters godown, railways, local suppliers/ any other places in and around Bangalore within 60 KM radius against LR/ RR/PO etc., and deliver to BHEL-EDN / BHEL-ESD/ any other place and vice versa including loading and unloading.			
Sch	Description of work	LOAD RANGE(Kgs)	Unit	Qty for 2 years
a1	Minimum freight charges	Up to 300	trip	30
a2	Part Loads	301-1000	kg	52000
a3	Part Loads	1001-2000	kg	45000
a4	Part Loads	2001-3500	kg	350000
a5	Part Loads	3501-9000	kg	900000
	SCHEDULE A2 – REGISTERED POST / COURIER			
	Collection of parcels from State Bank of India / Punjab National Bank / any other bank / post office/ located near BHEL-EDN premises and handing over to BHEL-EDN			
a6	Per trip	Up to 300 kg	trip	12
	SCHEDULE B - BHEL-EDN / BHEL-ESD COLLECTION			
	Collection of materials, equipments and transportation from BHEL-EDN to BHEL-ESD and vice versa including loading and unloading distance 40 KM one trip			
B1	Chartered load	STL	trip	200
B2	Chartered load	MTL	trip	25
B3	Chartered load	FTL	trip	750
	SCHEDULE C – BHEL-ESD / ISRO COLLECTION			
	Transportation of substrate/ space panel from BHEL-ESD to ISRO and vice versa including loading and unloading distance 40 KM one trip			
C1	i) From BHEL-ESD to ISRO Bangalore	OBT	trip	20
C2	ii) From ISRO Bangalore to BHEL-ESD	OBT	trip	30
C3	iii) From BHEL-ESD to ISRO and return to BHEL-ESD	OBT	trip	10

10.3 Chartered Truck Load :

These are STL –Small truck load up to 1000 kgs, MTL-Mini Truck Loads 1001-3500 kgs, FTL-Full Truck Load 3501- 9000 kgs & OBT –Open Body Truck up to 9000 kgs, If the consignments of part load in nature, are booked as STL/MTL / FTL/OBT due to any reason, and authorized in writing by the BHEL executive of the department concerned of not less than the rank of DGM or authorized personnel they are considered as chartered truck loads. Freight payment of such bills will be made accordingly as STL/ MTL / FTL /OBT.

11.0 BHEL reserves the right to go for Reverse auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

- i) Bidders are advised to quote their best prices. In case BHEL decides not to conduct RA and go for price bid opening, fresh price bid will not be entertained.

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- ii) In the event BHEL go for RA then, those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit process compliance form” (to the designated service provider) as well as Online sealed bid” in the Reverse Auction. Non-submission of “ process compliance form “ or “ Online sealed bid “ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)
- iii) If it is found that any bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (ad available on www.bhel.com).

12.0 BILLING:

- i) 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 only for schedule A2 to A6. 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.
- ii) Bill shall be submitted by the contractor in duplicate to,
 - a.Executive/GI Stores in case of incoming consignments to GI stores.
 - b. Executive /Shipping in case of outgoing consignments and collection of rejected material.
 - c.Executive /CE-Prod-PPC in case of material movement from BHEL-EDN to BHEL-ESD and vice versa.
 - d. Executive BHEL-ESD for movement of ISRO job
- iii) In case of consignment collected on the basis of purchase order/ or any other document the charges admitted will be based on the actual weight of consignment collected or as certified for this event from service utilized agency.
- iv) No payment shall be made on the trips performed for enquiry/availability of materials transporters godown or at suppliers works.
- v) 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.

13.0 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. Incase if the contractor delivers 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).

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14.0 GENERAL CONDITIONS OF THE WORK.

- i) The contractor's responsibility for this contract will commence from the date of award of contract.
- ii) 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.
- iii) The local transport generally confined to working days during working hours of BHEL-EDN. When it is essential to ply vehicles 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 be delivered as per the instructions of Executives /stores to various stores/work centers and are to be duly acknowledged by the concerned in charge with seal, signature and date. Otherwise the collection shall not be passed for payment.
- iv) Contractor/their staff shall report to executive concerned at BHEL-EDN every day by 08.00hours to ascertain the schedule of collection for the day apart from pending collection of LR/RR/RPPs etc., and liaison with concerned departments.
- v) **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.**
- vi) 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) Chassis 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 kgsAlso please note that the following points to be taken care for this ISRO job movement.
 - e)The vehicles shall be in good condition with flat surface.
 - f) 100% Container must rest on Deck of truck, otherwise liable for rejection.
 - g)The vehicles must have of tarpaulin and rope.
 - h)The driver shall carry driving license and truck fitness certificate to be produced at ISRO.
 - i)The Police permission for vehicles plying in old Airport road to enter and exit ISRO main gate shall be arranged by BHEL.
 - j)ISRO entry permission shall be arranged by BHEL.
 - k) The material required to be transported in container is substrate/ space panel is a very delicate and costly.

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- vii) Local collection LR/GR to be issued at the request of BHEL official wherever required.
- viii) 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 vehicles by the crew of transporter.
- ix) 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.
- x) The contractor's is fully responsible for the loss of documents i.e. LR's, RR's etc., and any loss shall be to contractor's account.
- xi) Strict discipline should be ensured by the contractor. They shall be responsible for any misbehavior of his staff at BHEL-EDN/ESD premises.
- xii) The contractor shall provide the suitable/required vehicles 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.
- xiii) 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, insurance are the total responsibility of the contractor.

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.
129 A	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.

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- xiv) 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 hall be taken in
- xv) 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.
- xv) 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.
- xvi) Revision of rate : No revision of rate shall be accepted on account of variation in Diesel price, change in statutory levies or new taxes/ cess have come into effect from the work order date and till the expiry of the contract.
- xvii) 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.
- xviii) The contract period of two years may be extended further period of 3 months depending upon the requirement on the same terms and conditions if mutually agreed upon.
- xix) 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.
- xx) 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.
- xxi) From the date of receipt of LR/RR From BHEL EDN/ESD the contractor is 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.
- xxii) **Penalty:** 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. In the event of delay in collection and delivery beyond 2 days, penalty of 1% is imposed for delivery between 3 to 5 days, 2% for 6-7 days and 3 % for exceeding 1 week on the basic freight charges.
- xxiii) No detention charges are payable if the vehicle of the contractor is detained anywhere due to any reasons.
- xxiv) Tax 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

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under acknowledgement from GI Staff. In the event of non-availability of Tax invoice copy with carrier, it shall be intimated to Executive- Stores(GI) without taking delivery of the consignment.

- a. carrier, it shall be intimated to executive-stores (GI)) without taking delivery o
- xxv) 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.
- xxvi) Number of trips to be made on each day will be decided by the Executive of BHEL EDN/ESD.
- xxvii) 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 to 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.

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

- | | | | |
|-------------------------|----------------------|----------------|------------------|
| i) Yeswantpur | Kalasipalayam | Nelamangala | Peenya Indl.area |
| ii) City Railway godown | Sudhama nagar | Madivala | Attibele |
| iii) Contonement | BIAL-Devanahalli | Jindal factory | Whitefield |
| iv) Lalbagh | ESD –Electronic city | Kengeri | Jigani |

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 (**Applicable for Schedule A1**)

- 15.0 **Working experience:** Executing Local transport contract service in any of preceding 7 years : one such job valued not less than 80% of estimated value per annum or two such jobs **each** valued not less than 50% of estimated value per annum or three such jobs **each** valued not less than 40% of estimated value per annum of this tender.
- 16.0 Average **turnover** in the previous 3 years shall be not less than 30% of the estimated value per annum of this tender as evidenced by Balance sheet & Profit and loss account filed with IT authority OR statement of accounts certified by a qualified chartered accountant for the last 3 years.
- 17.0 **Solvency certificate:** Banker's certificate (original) for Rs. 3,00,000/- regarding current financial position of the company shall be submitted as per **profoma I**
- 18.0 **Risk Purchase:** In the event of transporter failing to execute the contract during the contract period, BHEL-EDN shall make alternate arrangement of transportation and in such occurrences, the additional expenditure shall be debited to pending bills or adjusted in security deposit of the contractor.
- 19.0 **Participation:** The Transporters participating in this tender should submit notarized affidavit cum

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undertaking on non-judicial stamp paper of value of Rs.100/- (Refer proforma III enclosed). The bid submitted by any bidder who omits to submit the affidavit cum undertaking as per the clause (iii), (iv) and (v) in proforma III shall be liable to be summarily rejected. List of firms / companies banned by BHEL is available in web site (www.bhel.com)

20.0. AGM/ CE-MM BHEL-EDN shall be the accepting officer in respect of this contract.

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

22.0.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

R.Rengaraj

Manager / CE-MM-GI

BHEL-ELECTRONICS DIVISION

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Proforma I

Solvency Certificate

[To be issued by consortium Banks as mentioned below not later than 12 months]

Ref:

Date :

This is to certify that M/s. _____ having their Registered Office at _____ is solvent to the extent of Rs. _____ [Amount in Words _____] as disclosed by the information and record which are available with the bank. This certificate is issued at the request of M/s. _____ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank _____

Name of Signatory _____

List of consortium Bank

Appendix I

Sl.	Nationalised Banks	Sl	Public Sector Banks
1	Allahabad bank	18	IDBI
2	Andhra bank		Foreign bank
3	Bank of Baroda	19	CITI Bank N.A
4	Canara Bank	20	Deutsche Bank AG
5	Corporation bank	21	The Hongkong and Shanghai Banking Corporation Limited
6	Central bank	22	Standard Chartered Bank
7	Indian Bank	23	The Royal Bank of Scotland N.V.
8	Indian Oversea Bank	24	J P Morgan
9	Oriental bank of Commerce		Private bank
10	Punjab National Bank	25	Axis Bank
11	Punjab & Sindh Bank	26	The Federal Bank Limited
12	State Bank of India	27	HDFC
13	Syndicate Bank	28	Kotak Mahindra Bank
14	UCO Bank	29	ICICI
15	Union Bank of India	30	Indusind Bank
16	United Bank of India	31	Yes Bank
17	Vijaya Bank		

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Appendix II

Online Payment of EMD thro' "SBI E COLLECT"

Please refer Below for Step by step instructions.

- 1 Click on the link: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 Agree the terms and condition Click on proceed
- 3 Choose State of Corporate: KARNATAKA
- 4 Type of Corporate : INDUSTRY
- 5 Select Industry : BHARAT HEAVY ELECTRICALS LTD
- 6 Select category : EMPLOYEES/OTHERS
- 7 Fill the necessary information :
- 8 Make the payment through any net banking/Debit card:
- 9 Download Receipt keep it for reference.

Please note that no charges are levied for the transactions.

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2018-20

Proforma II

Benefits for MSE

Guidelines for Micro and small Enterprises for claiming exemption from EMD

MSE suppliers can avail the benefit of exemption from payment of EMD only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from date of issue of acknowledgment in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate in the Format provided below, (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (last audited) . Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with the other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents or if the required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted Officer.

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s ----- (hereafter referred to as “ Company “) having its registered office at -----is registered under MSMED Act 2006, (Entrepreneur Memorandum No ((Part-II)-----dtd ----- category: -----(Micro / Small). (Copy enclosed).

Further verified from the books of Account that the investment of the company as per the latest audited financial year -----as per MSMED Act 2006 is as follows:

1.For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Industry vide its notification No.S.O. 1722 (E) dated October 5, 2006:
Rs.-----Lakhs.

2.For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture,fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act ,2006:
Rs.-----Lakhs.

(Strike off whichever is not applicable)

The above investment of Rs----- Lakhs in which the permissible limit of Rs.----- Lakhs for -----Micro / Small (strike off which is not applicable) Category under MSMED Act 2006.

(OR)

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original company is ----- (dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E)dated 01.11.2013 published in the Gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

Proforma III

Affidavit cum Undertaking

(to be submitted on Non-judicial stamp paper of Rs.100)

We, the bidder participating in the Local Transportation of goods contract tender with BHEL- Electronics Division, Mysore road, BANGALORE -26. Tender ref : **CE-MM-GI-373/ LTC 2018-20** dated -- -- ---- is hereby

(i) declare that (1) M/S _____
(2) _____ (3) _____
_____ are our group concerns or affiliates , who are also engaged in transportation business.

(ii) furnishing the self-attested copies of DIN numbers (in case of Directors) and PAN number of the above concerns or affiliates listed in (i) (in case of partners / proprietors)

(iii) confirm that none of our group concerns or affiliates etc., appear on the list of banned firms/ companies by BHEL (the list available on www.bhel.com) nor any of the Director/ Partner/ Proprietor of bidder/ such group concern/ or affiliates etc., are partners of our firm / company.

(iv) Confirm that other than our firm / company, none of our group concerns/ affiliates etc., are participating in this tender either directly or indirectly through any other agency under same proprietor / common partner(s) / common Director(s).

(v) confirm BHEL may reject the bid or in case the contract has been awarded , then terminate the contract apart from taking any suitable action under the contract or applicable legal provisions or BHEL guidelines, including suspension for Business dealings, without any liability for any compensation to us if

- BHEL discovers at any time that any statement made by us in the affidavit cum undertaking is false, fraudulent or
- any document submitted by us was fake or forged
- or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to us.

Notary signature

Transporter's sign with seal of the company

with seal

Techno-commercial bid (Part A) Annexure 1

PRE QUALIFICATION REQUIREMENTS

SI	Description	If yes, furnish details
1	a)Is EMD for an amount of Rs. 85,000/- enclosed with Techno-commercial bid ? b) If you are claiming exemption under MSE,furnish a copy of certificate (proforma II) from the concerned dept., with Techno-commercial bid ?	
2	As per constitution: If you are a company , furnish the certificate of incorporation(copy) - If you are a firm, furnish the partnership deed, power of attorney(copy) - If you are a proprietary, furnish IT return with PAN card(copy)	
3	Have you executed Local transport contract service in any of preceding 7 years : one such job valued not less than 80% of estimated value per annum OR two such jobs each valued not less than 50% of estimated value per annum OR three such jobs each valued not less than 40% of estimated value per annum of this tender.	
4	Were your average turnover in the previous 3 years shall be not less than 30% of the estimated value per annum of this tender as evidenced by Balance sheet & Profit and loss account filed with IT authority OR statement of accounts certified by a qualified chartered accountant for the last 3 years?	
5	Kindly furnish the GSTIN (enclose a copy)	
6	Fleet owner ship/ Hiring of vehicles; (photo copy of RC, Road tax receipts, insurance , NP for non- Karnataka vehicles duly attested by Notary) -One vehicle each for Tempo, MTL, FTL & OBT Regn.no & Date ----- Make ----- Capacity -----Metric Ton	
7	Is solvency certificate attached herewith ? : (Refer proforma I) - A certificate by Banker for an amount of Rs. 300000/-	
8	Notarized affidavit cum under taking (in proforma III attached)	
9	Contacts in Bengaluru - Name of the person - Phone / mobile no -e-mail ID -Office address	
10	Have you confirmed "Quoted as per requirement" in col 6,7 &8 of the unpriced bid sheet?	

Note: Xerox copies of documents enclosed shall be attested by a public notary.

BHEL-ELECTRONICS DIVISION

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2018-20

(Part A) ANNEXURE-I UNPRICED BID SCHEDULE FOR VARIOUS ACTIVITIES OF LOCAL TRANSPORT CONTRACT Ref: CE-MM-GI-373/ LTC 2018-20 Date xx.xx.xxxx							
SCHEDULE A1- LR/RR/PO COLLECTION							
Clearance of materials from transporters godown, railways, local suppliers/ any other places in and around Bangalore within 60 KM radius against LR/ RR/PO etc., and deliver to BHEL-EDN / BHEL-ESD/ any other place and vice versa including loading and unloading.							
Sch	Description	Load range (Kgs)	Unit	Qty for 2 years	Rate/ Unit (Fig) Rs. (excl.GST)	Rate / Unit (Words)Rs (excl. GST)	Total value (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)= (5) x (6)
a1	Minimum freight charges	Up to 300	trip	30			
a2	Part loads	301-1000	kg	52000			
a3	Part loads	1001-2000	kg	45000			
a4	Part loads	2001-3500	kg	350000			
a5	Part loads	3501-9000	kg	900000			
SCHEDULE A2 – REGISTERED POST / COURIER							
Collection of parcels from State Bank of Mysore / Punjab National Bank / any other bank / post office/ located near BHEL-EDN premises and handing over to BHEL-EDN							
a6	Per trip	Up to 300 kg	trip	12			
SCHEDULE B- BHEL-EDN / BHEL-ESD COLLECTION							
Collection of materials, equipments and transportation from BHEL-EDN to BHEL-ESD and vice versa including loading and unloading distance 40 KM one trip							
B1	Chartered load	STL	trip	200			
B2	Chartered load	MTL	trip	25			
B3	Chartered load	FTL	trip	750			
SCHEDULE C – BHEL-ESD / ISRO COLLECTION							
Transportation of substrate/ space panel from BHEL-ESD to ISRO and vice versa including loading and unloading distance 40 KM one trip							
C1	i) From BHEL-ESD to ISRO Bangalore	OBT	trip	20			
C2	ii) From ISRO Bangalore to BHEL-ESD	OBT	trip	30			
C3	iii) From BHEL-ESD to ISRO and return to BHEL-ESD	OBT	trip	10			

Note:1.For schedules a2 to a5, Quantity indicated against these schedules are the total of the weight handled in various trips in respective load range during the execution of the contract

(i) a2 to a5 per KG rate to be quoted . (ii) For a1 & a6 and B1 to B3 and C1 to C3 per trip rate.

2. Rates quoted should be excluding GST . Is GST payable under reverse Charge Mechanism (RCM). Indicate Yes / No) .If No, pl. mention the applicable GST rate . Evaluation of offer will be on cost to the company (CTC)

3.. Pl. confirm “ Quoted “ under col. 6, 7 & 8 in all rows of the price bid .

4. Bidder should quote for all the activities in all schedules for arriving schedule wise L1 . In case of no quote for any activity, the offer shall not be considered for evaluation.

Do not Quote rates in this page.

BHEL-ELECTRONICS DIVISION

TENDER TERMS & CONDITIONS FOR LOCAL TRANSPORT CONTRACT 2018-20

(Part B) ANNEXURE-II PRICE BID SCHEDULE FOR VARIOUS ACTIVITIES OF LOCAL TRANSPORT CONTRACT Ref: CE-MM-GI-373/ LTC 2018-20 Date xx.xx.xxxx							
SCHEDULE A1- LR/RR/PO COLLECTION							
Clearance of materials from transporters godown, railways, local suppliers/ any other places in and around Bangalore within 60 KM radius against LR/ RR/PO etc., and deliver to BHEL-EDN / BHEL-ESD/ any other place and vice versa including loading and unloading.							
Sch	Description	Load range (Kgs)	Unit	Qty for 2 years	Rate/ Unit (Fig) Rs. (excl.GST)	Rate / Unit (Words)Rs (excl.GST)	Total value (Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)= (5) x (6)
a1	Minimum freight charges	Up to 300	trip	30			
a2	Part loads	301-1000	kg	52000			
a3	Part loads	1001-2000	kg	45000			
a4	Part loads	2001-3500	kg	350000			
a5	Part loads	3501-9000	kg	900000			
SCHEDULE A2 – REGISTERED POST / COURIER							
Collection of parcels from State Bank of India / Punjab National Bank / any other bank / post office/ located near BHEL-EDN premises and handing over to BHEL-EDN							
a6	Per trip	Up to 300 kg	trip	12			
SCHEDULE B- BHEL-EDN / BHEL-ESD COLLECTION							
Collection of materials, equipments and transportation from BHEL-EDN to BHEL-ESD and vice versa including loading and unloading distance 40 KM one trip							
B1	Chartered load	STL	trip	200			
B2	Chartered load	MTL	trip	25			
B3	Chartered load	FTL	trip	750			
SCHEDULE C – BHEL-ESD / ISRO COLLECTION							
Transportation of substrate/ space panel from BHEL-ESD to ISRO and vice versa including loading and unloading distance 40 KM one trip							
C1	i)From BHEL-ESD to ISRO Bangalore	OBT	trip	20			
C2	ii) From ISRO Bangalore to BHEL-ESD	OBT	trip	30			
C3	iii) From BHEL-ESD to ISRO and return to BHEL-ESD	OBT	trip	10			

Note:1.For schedules a2 to a5, Quantity indicated against these schedules are the total of the weight handled in various trips in respective load range during the execution of the contract.

(i) a2 to a5 per KG rate to be quoted .(ii) For a1 & a6 and B1 to B3 and C1 to C3 per trip rate.

2.STL- Small Truck Load up to 1000 kgs, MTL -Mini truck load 1001-3500 kgs & FTL - Full Truck Load 3501-9000 kgs & OBT - Open Body Truck up to 9000 kgs,

3. Rates quoted should be excluding GST . Is GST payable under reverse Charge Mechanism (RCM) ?

Indicate (Yes / No) .If No, pl. mention the applicable GST rate . Evaluation of offer will be on cost to the company (CTC) basis.

4. Bidder should quote for all the activities in all schedules for arriving schedule wise L1 . In case of no quote for any activity, the offer shall not be considered for evaluation.