

TENDER No: CE-MM-GI/373/AITC/2017-18 date 06.12.2016

ALL INDIA TRANSPORT CONTRACT 2017-18

TENDER NOTICE: Sealed Tenders are invited from reputed Transporters having experience in Cargo carrying work with a wide net work of branches all over India.

1.0 **SCOPE OF WORK:** Transportation of consignments like equipments, components, hazardous chemicals, raw materials ,etc., from , (1) BHEL-EDN, BHEL-ESD,Bangalore to anywhere in India.
(2) Anywhere in India to BHEL-EDN, BHEL-ESD Bangalore and
(3) Bangalore airport and International Container Division (ICD) Bangalore to anywhere in India, including various project sites on `TO BE BILLED AT BHEL-EDN, Bangalore' basis. **Contract will be awarded to maximum of EIGHT Transporters for entire scope of work.**

1.1 **DURATION OF CONTRACT:** Contract will be for a period of **TWO YEARS** form the date of awarding the contract.

1.2 **VALUE OF THE WORK:** Total value of the contract for two years period is approximately Rs 1100 lakhs (Rupees one thousand one hundred lakhs only)

1.3 **EARNEST MONEY DEPOSIT:** All the tenders must be submitted with an EMD of Rs.4.68 lakhs (Rupees four lakhs sixty eight thousand only), in the form of DD only, obtained from any nationalized or Scheduled bank, drawn in favour of BHEL-EDN, Bangalore along with TECHNO-COMMERCIAL BID. For details of techno-commercial and price bids, refer instructions to tenderers in clause 2.1. Tenders without EMD or EMD in any other form other than DD will not be considered.

EMD of unsuccessful bidders will be refunded, without any interest, normally within 15 days of acceptance of award of work by the successful bidders. EMD of successful bidders can be adjusted towards Security Deposit.

1.4 **LAST DATE & TIME FOR SUBMISSION OF TENDER:** 28.12.2016 ; 1300 Hours

1.5 **TENDER OPENING DATE & Time:** Only Techno- commercial bids will be opened at Tender opening room (adjacent to Reception) on 28.12.2016 @ 13.30 Hours

1.6 **PRICE BID OPENING:** Shall be intimated to all the technically accepted bidders.

2.0 INSTRUCTIONS TO TENDERERS:

2.1 The Tender shall be submitted in two parts viz.,
(1) TECHNO-COMMERCIAL BID (Part-A) and **(2) PRICE BID** (Part-B)

TECHNO- COMMERCIAL BID (Part-A) must be submitted confirming acceptance to all the clauses indicated in the tender along with EMD. No deviations to any of the clauses of the tender is acceptable. These are to be enclosed in one sealed envelope super scribed with Tender reference and "TECHNO-COMMERCIAL BID". **(Page 1- 18)**

PRICE BID (Part-B) as per the schedule of rates indicated under Schedule **A**, as given in Annexure , duly filled, must be submitted in another separate sealed envelope super scribed with Tender Reference and " PRICE BID ". Price bid envelope must contain only the Rates. **(Page 19)**

- 2.2 Sealed envelopes of both (1) Techno- Commercial bid and (2) Price bid must be put in a single sealed envelope and super scribed with tender reference, date & due date and must be dropped in the Tender Box for All India Transport Contract 2017-18 after identifying the box kept at BHEL-EDN, Bangalore RECEPTION area within the specified date and time. Late offers and offers through e -mail / FAX etc., will not be considered. For any help or assistance, you may contact the receptionist, or R.Rengaraj ,Manager / CE-MM-GI (internal phone: 8004 and mobile no.9448374718)
- 2.3 All the Transporters can witness opening of Techno- Commercial bid on the due date, if they wish to.
- 2.4 After evaluation of Techno - Commercial bids, Price bids of only those Transporters who are Technically accepted will be opened on a subsequent date, which will be intimated to the concerned transporters in advance for witnessing of Price bid opening.
- 2.5 Rates quoted must be valid for three months from the date of opening of Techno - Commercial bid. In case any transporter withdraws his offer within three months, his EMD will be forfeited.
- 2.6 All the entries in the tender document should be written in one colour . All the columns in the tender form (schedule of rates) should be filled with figures and words without leaving any blank and all the pages of the tender must be duly signed & stamped by the transporter. Corrections if any, shall be done legibly and counter signed by the transporter. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner of the firm or by the person holding the power of attorney on behalf of the firm. In the later case, a copy of the power of attorney duly attested by notary, must accompany the tender.
- 2.7 Non- conformities between the figures and words of the quoted prices:**
- (a)If, in the price structure quoted for the required goods, 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.
 - 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 tender does not agree to the observation of the purchaser, the tender is liable to be ignored.

2.8 Terms used in this tender and their meaning:

BHEL or BHEL-EDN / BHEL-ESD, Bangalore means Electronics Division & Electronics systems Division of Bharat Heavy Electricals Limited, Bangalore.

Tenderer / Bidder / Transporter / Contractor / Carrier means the Transporter who quote for this tender.

3.0 GENERAL TERMS AND CONDITIONS:

3.1 If the transporter, his partner or relative where the transporter is a private company, is related to any of the Board of Directors of BHEL or any employee of BHEL-EDN, Bangalore, the fact shall be informed in writing at the time of submission of tender. Failure to disclose this information will make the tender liable for rejection with consequential damages. If such facts come to light subsequently, the contract will be cancelled in accordance with the relevant provisions of the terms and conditions of the contract.

3.2 CONTRACT AGREEMENT & SECURITY DEPOSIT:

All the eight successful transporters should execute a contract agreement individually after award of contract, with all terms and condition as per this tender document on a non judicial stamp paper of Rs.200/- denomination for proper execution of the contract within 30days of award of contract .

Security Deposit: The successful bidders shall submit security deposit with EDN for 5 % of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. The balance amount to make up the required security deposit of 5 % of the contract value may be accepted in the following forms:

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

- (a) Cash (as permissible under the extant income tax act).
- (b) Local cheques of scheduled banks, (subject to realization) /Pay order/ Demand Draft / Electronic Fund Transfer in favour of BHEL.
- (c) Bank Guarantee from scheduled banks / Public Financial Institutions as defined in the companies act shown in appendix II. The Bank Guarantee format should have the approval of BHEL.
- (d) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. (FDR shall be in the name of the contractor, a/c BHEL)
- (e) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated / pledged as applicable in favour of BHEL).
(Note: BHEL 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)
- (f) At least 50 % of the required security deposit , including the EMD Should be paid before start of the work. Balance of the security deposit will be recovered by deducting 10 % of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

If the value of work done at any time exceeds the contract value , the amount of security deposit shall be correspondingly enhanced an the additional security deposit shall be immediately deposited by the contractor or recovered from payments due to the contractor.

- (g) The security deposit shall not carry any interest.

Total Security deposit will be released after satisfactory completion of the contract if NO LIABILITIES are established. Failure to abide by any contractual terms and conditions, the security deposit will be forfeited. Interest will not be paid on the Security Deposit.

- 3.3 If the transporter backs out after submission of the tender or after acceptance of tender or fails to start the work as per contract terms, his EMD / Security Deposit will be forfeited and award of contract will be cancelled.
- 3.4 Influencing in any form in connection with the tender is strictly prohibited and the tenders of transporters who resort to influencing will be liable for rejection.
- 3.5 If any information furnished by the transporter is found to be false / misleading for creating conditions favourable for acceptance of the tender, such tender will be liable for rejection. BHEL reserves the right to initiate suspension of business dealings against such transporters as per extant guidelines.
- 3.6 Transporters must quote rate for all the Schedules indicated under A, failing which complete offer will be rejected. All the rates quoted must be written in both figures and words against the respective schedules. While quoting the rates, transporter shall consider all charges (viz. toll fees, check post et.,) except octroi.**
- 3.7 Decision of BHEL will be final and binding in evaluating the techno-commercial bids and price bids of this tender.:
- 3.8 It is recommended that the transporters comply with the following requirements during the execution of the contract:
- (a) Office at Bangalore for easy operation with contact no & mobile no
 - (b) e-mail addresses for easy communication.
 - (c) GPRS / Internet / web based system for tracking the consignments.
 - (d) Acceptance to operate web based tracking system or any other new system developed at a later date by BHEL to monitor and track the consignments.

4.0 SPECIAL TERMS & CONDITIONS:

- 4.1 Head of CE-MM/Stores, BHEL-EDN, Bangalore, shall be the accepting Officer herein after referred to as such for the purpose of this contract.
- 4.2 The type of loads to be transported are classified under (1) Mini Truck Load (MTL),(2) Full Truck Load(FTL),(3) Open Body Truck (OBT), (4) Turbo Truck Load (TTL), (5) Trailer Load 20MT (TL20), (6) Trailer load of 30T(TL30), (7) Empty container return charge in trucks/ Trailers.

Evaluation Criteria:

- 4.3 BHEL intends to enter in to the contract with 8 transporters based on their ranking. Evaluation criteria for the selection of Transporters will be as under:
- (a) Acceptance for carrying out all the scope of work (as indicated in the SCHEDULE OF RATES FORMAT (**page no 19**) is essential criteria for evaluation of offers.
 - (b) Details of different types of loads are indicated in the SCHEDULE OF RATES given below. Over all unique position from L1, L2,L8 will be arrived at as per clause C.

<u>Type of load</u>	<u>Schedule</u>	<u>Weightage</u>	
(1) Min. freight charge per LR	A1		0.01
(2) Mini Truck Load (MTL)	A2X		0.01
(2) Mini Truck Load (MTL)	A2Y		0.01
(3) Full Truck Load (FTL)	A3X		0.06
(3) Full Truck Load (FTL)	A3Y		0.16
(4) Open Body Truck (OBT)	A4X		0.15
(4) Open Body Truck (OBT)	A4Y		0.50
(5) Turbo Truck Load (TTL)	A5X		0.01
(5) Turbo Truck Load (TTL)	A5Y		0.01
(6) Trailer Load 20MT (TL20)	A6X		0.01
(6) Trailer load 20MT (TL 20)	A6Y		0.03
(7) Trailer load 30 MT (TL 30)	A7X		0.01
(7) Trailer load 30 MT (TL 30)	A7Y		0.01
(8) Empty container return charge	A8X		0.01
(8) Empty container return charge	A8Y		0.01

X – distance less than 500 KM ; Y- distance more than 500 KM

- (c) Computed rate (CR) will be arrived at by multiplying the rates quoted against each schedule with weightage factor. Then total all the CRs of each bidder and rank the bidders in the order L1,L2,L3 etc., If necessary negotiation will be held with overall L1 bidder.
- (d) Final rates of L1 bidder for each type of load will be counter offered to L2 onwards (low to high) till all the eight transporters (including L1) confirm acceptance within specified time.
- (e) The Transporters who are given counter offer must accept or reject in total. Acceptance in part / conditional acceptance will be liable for rejection and no further negotiation will be held with such Transporters.
- (f) Preferences on load distribution will be given to overall L1 bidder with 10 % more of load than the average load issued on all transport contractors.(i.e. 21.25 % of load will be given to L1 and others will get about 11.25 % each if there are 8 transporters). In case of less than eight acceptable transport contractors, the residual percentage will be equally distributed among the accepted bidders.
- (g) 15 % percentage of bidders participating in the tender and quoting high, in their order of ranking (H1, H2,H3 etc.,) will be rejected subject to getting 8 acceptable responses to our counter offers in the order of (L1,L2, L3 etc.,.....).
- (h) **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.

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.

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)

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates .**

If it is found that L1 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).

- 4.4 Freight charge is payable for the shortest distance from the place of loading to place of delivery. The distance for calculating freight charges shall be reckoned from the publication of Automobile Association of India or Road Map of India Published by Survey of India or Motoring Guide (latest edition). maps.google.com (web site). The distance calculated based on the above documents by BHEL-EDN, Bangalore is final and binding.
- 4.5 It is the responsibility of the transporters to place the vehicle at the place of loading. No extra charges shall be payable for the empty vehicle movement to the place of loading.
- 4.6 All Transporters who are awarded contract will have to provide service for all types of loads indicated in the Schedule of rates under **A1 to A8**
- 4.7 For all out going materials from BHEL-EDN & BHEL –ESD Bangalore, the Transporter should accept different packages for transportation in a single truck and for delivery at more than one point at the same destination within 100 kms. apart. For this, total distance will be considered for payment.
- 4.8 **Placement of vehicle** : If the vehicles are not provided within 24 hrs., from the time of request from BHEL / Vendor of BHEL, it will be viewed as a non-compliance of the transporters to the requirements..
- 4.9 The LRs issued by the Transporter at the time of booking the consignment should be complete in all respects with actual weight and dimensions of the packages. Purchase Order No.,. of BHEL-EDN, wherever applicable, should be clearly indicated in the LR. Corrections/ overwritings/ cuttings, if any, shall be done legibly and countersigned by the transporter. In case the dimensions are not clearly mentioned in the LR, bills will be paid for actual weight only. Vehicle Registration No., to be indicated on the LR for schedules **A2 to A8** and shall be certified by the consignee.

- 4.10 The weight, measurement and description of the goods mentioned in the Delivery Challan / Invoice / Road Despatch Advice (RDA) note issued by BHEL-Regional Operating Division (ROD) Mumbai / packing list of the consignee will be the reference document for ascertaining the value of the material for the purpose of recovery of shortage, damage, loss, if any. The transporter is responsible for soundness of packages at the time of booking and should not accept any booking of parcel in open / damaged / leaking condition. Once the transporter issues the LR, it is deemed that packages are handed over to them in good condition. The transporter is also responsible for any discrepancies found at destination.
- 4.11 Whenever consignment is delivered in open / damage / shortage / leaking condition or consignment lost in transit, transporter shall issue necessary certificate / documents for claiming insurance. In case, underwriters refuse to settle the claim in full or part value, due to the fault of the transporter, the value of loss will be recovered from the transporter. Transporter is responsible for full value of the consignment in case of non-delivery of consignment.
- 4.12 While accepting the consignment for transportation, Transporter should ensure that all documents required for check post / excise / sales tax authorities en-route are carried by them. BHEL is not responsible for any seizure of vehicle or consignment by any such authorities.
- 4.13 Duplicate Transporter Copy of Excise Invoice (Modvat copy) in respect of all Excisable items are to be invariably obtained from the suppliers of BHEL and the Excise Invoice number incorporated in the LR and the same are surrendered to BHEL along with the consignment. Otherwise, any loss on account of this will be recovered from the Transporter.

In case of Free Issue Materials / Site Returned Materials / Rejected Materials / the consignment booked without any BHEL Purchase Order reference, the Transporter should demand the relevant Excise forms as applicable.

Consignment without BHEL Purchase Order reference should not be collected / delivered at BHEL-EDN, Bangalore, without written permission from the user Department. In such cases, the Transporter is solely responsible for the safe delivery of the consignment at the right place in BHEL.

- 4.14 Wherever Road Permit (Form 31 or equivalent) is issued to Transporter, the transporter should hand over the counterfoil / copy of Form 31 and get an acknowledgement from the consignee on the back of LR. Otherwise, any loss on account of this, will be recovered from the Transporter, which amounts to Rs.25,000/- as on date or at actuals whichever is applicable.
- 4.15 The documents handed over at the booking points and meant to be handed over to the consignee such as Delivery Challan, Invoice, Duplicate / Transporter's Copy of Excise Invoice / Sales Tax Form, Road Permits etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Transporters.

For preparation of online road permit' required input (name of transporter, LR number) to be given by the transporter immediately on receipt of request e mail letter from the user dept.

- 4.16 HAZARDOUS CHEMICALS: While transporting hazardous chemicals, Transporters must comply with the requirements of safety instructions as per Motor Vehicle act 1989

and subsequent amendments and take adequate 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.

- 4.17 Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which it will be recovered from the transporters.
- 4.18 BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of transporter. BHEL is not liable to pay any compensation under such events or any other reasons what so ever.
- 4.19 The transporters have to maintain their vehicle in good condition and maintain fitness as per the relevant RTO requirements. All their vehicles must have proper documents and permits. Transporters must comply with all requirements of MV act 1988 and subsequent amendments.
- 4.20 Security, Safety and Environmental Management Systems (EMS) and other rules & regulations of BHEL should be observed while in BHEL complex. Ignorance of such rules and regulations will not be accepted as an excuse.

Drivers or any crewmember of the vehicle entering BHEL premises should not be under the influence of alcohol. Drivers of the vehicles should have the valid driving license while entering BHEL premises.

5.0 SCHEDULES:

5.1 **MINIMUM FREIGHT CHARGES(SCHEDULE A1):**
Minimum freight charges per LR up to 500 kg

5.2 **MINI TRUCK LOAD (MTL) –SCHEDULE :A2)**
 Consignments weighing (actual wt., or Volumetric wt.,) up to 3500 kgs and/or having dimensions up to
 (1) Length 420 cm to 450 cm., or 14' to 15'

- (2) Width 150 to 180 cm., or 5' to 6''
(3) Height 150 to 180 cm., or 5' to 6''
- 5.3 FULL TRUCK LOAD (FTL) - (SCHEDULE: A3):
Consignments weighing (actual wt., or Volumetric wt.,) upto 9000 kgs., and/or having dimensions up to
(1) Length above 510 upto 540 cm or 17' to 18'
(2) Width 195 cm upto 210 cm or 6.5' to 7'
(3) Height 210 cm to 270 cm or 7' to 9'
- 5.4 OPEN BODY TRUCK (OBT) -SCHEDULE -A4)
Consignments weighing (actual wt., or Volumetric wt.,) up to 9000 kgs., and/or having any one of the following dimensions.
(1) Length above 570 cm., up to 630 cm., or 19' up to 21'
(2) Width above 210 cm., up to 225 cm., or 7' up to 7.5'
(3) Height above 210 cm., up to 270 cm., or 7' up to 9'
- 5.5 TURBO TRUCK LOAD (TTL) - (SCHEDULE: A5):
Consignments weighing (actual or volumetric wt) between 9001 to 16000 kgs and or having any one of the following dimensions up to
(1) Length more than 660 cm up to 720cms. or 22' up to 24'
(2) Width more than 210 cm up to 225 cm., or 7' up to 7.5''
(3) Height more than 270 cm up to 390 cm., or 7' to 9'
- 5.6 TRAILER LOAD 20 MT (TL20) - (SCHEDULE: A6):
Consignments weighing (actual wt., or Volumetric wt.,) upto 20000 kgs. and /or having any one of the following dimensions.
(1) Length up to 1200 cm or 40'
(2) Width up to 240 cm or 8'
(3) Height up to 270 cm or 9'
- 5.7 TRAILER LOAD 30 MT (TL30) - (SCHEDULE: A7):
Consignments weighing (actual wt., or Volumetric wt.,) between 20001 kgs. to 30000 kgs. and /or having any one of the following dimensions.
(1) Length up to 1200 cm or 40'
(2) Width up to 240 cm or 8'
(3) Height 270 cm up to 330 cm or 9' to 11'
- 5.8 RETURN OF EMPTY CONTAINER-(SCHEDULE:A8)
Containers after de-stuffing at BHEL units / Sites are returned in the same trucks/ trailers to the Shipping Corporation of India or any other agency and not owned by transport contractors.
- 5.9 CHARTERED TRUCK LOAD (CTL):
If the consignments of part load in nature, are booked as MTL/ FTL 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 MTL/ FTL.
- 5.10 Minimum chargeable distance for all types of load shall be 200 KMs., i.e., even when the distance is less than 200 KMs., freight will be paid for a distance of 200 KMs.

5.11 Dimensions indicated in the schedules are indicative. If there is a marginal variation in sizes up to + 5%, it will be treated as consignment of nearest SCHEDULE.

5.12 INFRINGEMENT ON WEIGHT:

Any increase in weight beyond the maximum limit prescribed in the schedules will be paid proportionately extra on the basic rates. However the limits prescribed under Motor Vehicle Act 1988 and the subsequent revisions or any other applicable laws are to be complied with.

6.0 VOLUMETRIC WEIGHT: Consignments, which are bulky and less weight, will be considered for payment of freight charges on volumetric weight. For this purpose, consignment should be of minimum of 35 cft. Volumetric weight of consignment will be computed as below.

1 cubic meter = **388** kg. or 1 cubic feet = **11** kg.

Volumetric weight of each packing boxes loaded in a vehicle is arrived at by multiplying Length (L) x Width (W) x Height (H) with weight per cubic measurement and then totaling the volumetric weight of all the boxes.

7.0 TRANSSHIPMENT: Consignments shall be transported in the same vehicle without transshipment en route, for consignments booked under schedule **A2 to A8**. In case transshipment is unavoidable, the transporter should obtain written permission from BHEL executive concerned, not below the rank of Manager. Authorization letter permitting transshipment should be attached along with the freight bill.

The vehicle Registration number, in which material was originally loaded, should be recorded on the LR and at the time of delivery, acknowledgement must be obtained from the consignee indicating the vehicle Registration number and the type of vehicle.

8.0 OFF-LOADING: Consignments received by the transporter should not be off-loaded to any other transporter without written permission of BHEL.

9.0 INCREASE / DECREASE IN FREIGHT CHARGES: Freight charges under schedule **A2 to A8** only will be increased or decreased in line with increase or decrease in diesel prices at the rate of **0.3** Paise (zero point three paise) per Metric Tonne per Kilometer for every **10** paise (Ten paise) increase or decrease over diesel prices as on date of opening of Technical & Commercial bid. Retail selling price at Bangalore, as notified by Indian Oil Corporation Ltd., Bangalore, shall be the basis for calculation.. Revision of rates will be made on minimum variation of Rs.1/- litre. There will be no revision in rates of schedule **B & C** during the tenure of the contract under any circumstances.

For this purpose, the cumulative increase / decrease in diesel rate from the diesel rate prevailing on the date of earlier revision (or prevailing on the date of opening technical & commercial bid for the first such revision) shall be considered.

10.0 TRANSIT TIME: Timely delivery of the consignments at destination is very important aspect of this contract. The normal transit time is calculated excluding booking and delivery date.

10.1 Transit time for schedule **A2 to A5** will be **250 km per day** with minimum 4 days.

Transit time for schedule **A6 to A8** will be **175 km per day** with minimum 4 days.

11.0 PENALTY: If the consignments are not delivered within the normal transit time or on production of the consignee copy of LR, penalty on the freight charges will be levied as follows.

(1) Penalty of 2 % per week or part thereof is payable on the total of basic freight charges against a particular consignment.

When the penalty is levied, the grace time of four days will not be allowed. However, in force-majeure cases, an official of BHEL, not below the rank of DGM of department concerned shall have the authority to waive off the penalty.

FORCE MEJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the authorized executive of BHEL subject to prompt notification by the contractor.

12.0 Transporter should inform all their branches about this contract terms & conditions and any violation of contract terms & conditions will be viewed seriously.

13.0 DEMURRAGE CHARGES: No demurrage / wharfage / ground rent / godown rent charges shall be paid.

14.0 ACCIDENTS & SEIZURE: The transporter must report in writing immediately, about any transit damage to consignment due to accidents, or seizure by tax authorities for initiating necessary action, failing which, transporter is totally responsible for the loss incurred to BHEL.

15.0 DETENTION CHARGES: Fixed detention charges will be paid as per the schedule of rates indicated under **B**, whenever vehicle is detained for loading / unloading / or at check post. A certification from the officer concerned has to be produced with the freight bill for claiming detention charges. However no detention charges will be payable if the vehicle reports on Sundays or General Holidays.

16.0 LOADING / UNLOADING CHARGES: Loading & unloading at BHEL UNITS /VENDORS/BHEL CUSTOMER SITES shall be paid by BHEL to the transporter as per schedule **C**. Loading & unloading at other places for any other reason shall be the responsibility of the carriers. No claim on this account shall be permissible.

16.1 Unloading charges for Kerala & West Bengal will be reimbursed at actual, on production of original money receipt issued by authorised labour Union indicating all the details like Vehicle No, consignee, consignor, total weight etc.

16.2 The truck for loading / unloading should report at BHEL-EDN within 2 hrs. from the booking time on all the working days.

17.0 If the delivery is effected at a place other than that mentioned in LR, with the written request of the consignee, extra distance incurred will be added to normal distance for payment of freight charges.

18.0 Fixed charges :

Schedule B- Detention charges

Sch	DESCRIPTION	UNIT	Rate /unit (Rs.)
B1	Mini Truck load –MTL(up to 3500 kg)	Rs/day	400
B2	Full Truck Load –FTL(up to 9000 kg)	Rs/ day	600
B3	Open Body Truck –OBT (Up to 9000 kg)	Rs / day	600
B4	Turbo truck load- TTL (9001 to 16000 Kg)	Rs/ day	700
B5	Trailer load-TL20 (up to 20000 Kg)	Rs/ day	900
B6	Trailer load TL30 (20001 TO 30000 Kg)	Rs/ day	1000

Schedule C- Loading / Unloading with facility provided by the BHEL Units/ vendors/ customers

Sch	DESCRIPTION	UNIT	Rate/unit
C1	Mini Truck load –MTL(up to 3500 kg)	Rs/LR	300
C2	Full Truck Load –FTL(Up to 9000 kg)	Rs/ LR	400
C3	Open Body Truck OBT (up to 9000 kg)	Rs/LR	500
C4	Turbo truck load- TTL (9001 to 16000 Kg)	Rs/LR	600
C5	Trailer load-TL20 (upto 20000 Kg)	Rs/LR	700
C 6	Trailer load TL 30 (20001 to 30000 kg)	Rs/LR	800

19.0 SUBMISSION OF BILLS: Transporter has to submit bills separately for incoming and out going consignments within 1 month from the date of booking.

19.1 Bills of consignments pertaining to the following category are to be submitted to **Stores Department (GI)**.

- (a) From any-where in India to BHEL-EDN/ BHEL-ESD – Bangalore.
- (b) From Bangalore airport / ICD to anywhere in India

19.2 Bills of consignments booked from BHEL-EDN / BHEL-ESD-Bangalore to anywhere in India are to be submitted to **Shipping Department**. of BHEL-EDN /BHEL-ESD

19.3 Bills must be complete in all respect with details of calculation and necessary enclosures containing information such as place of booking and delivery, actual weight and size of consignment, schedule of rate etc. Incomplete bills will not be processed for payment.

LRs issued should bear printed serial numbers. Vehicle No. should be indicated in the LR for all Full Lorry Load bookings. Original LR copy (consignee copy) should be

produced with acknowledgement of the consignee for billing. Erasing or over-writing etc., in the LRs should not be done and will not be accepted, if not authenticated by the consignor. Copies of LRs submitted to BHEL & its customers should be legible. Remarks on the LR such as "AT OWENERS RISK", "NOT RESPONSIBLE FOR LEAKAGE / DAMAGE" are not applicable for consignments booked under this contract. Following documents must be submitted along with the bills. Original LR copy (Consignee copy) duly acknowledged and stamped by the consignee.

- (a) In case Consignee copy of LR is retained by the consignees or lost in transit, original acknowledgement of the consignee with stamp, obtained on any other copy of LR along with a declaration certificate to this effect.
 - (b) Authorization letters issued by BHEL-EDN executives for booking the consignments on MTL/ FTL / Trailer load etc., through email / fax etc.,
 - (c) If Transshipment is made, permission letter issued by BHEL-EDN.
 - (d) Proof of weight and volume such as invoice copy / RDA / packing slip etc., issued by the consignors.
- 19.4 Bills once submitted will not be allowed for corrections. After payment of bill, further claim will not be accepted due to any reason.
- 19.5 The bill, for consignments booked on last date of contract will be paid as per contract rates if the same is delivered subsequent to expiry of contract.
- 20.0 **PAYMENT:** Payment will be made as per the agreed schedule of rates indicated under **A to C** as applicable, irrespective of location of transporter's booking / delivery branch. All payment to be made to the transporter shall be by Electronic Fund Transfer (EFT) within reasonable time, generally 45 days, from date of submission of bills, clear in all respect. Any kind of excess claim found in the bills will be disallowed without any intimation to Transporter.
- 20.1 In case of consignments claiming freight on volumetric weight, dimensions of the consignment should be mentioned on the LR and a supporting document (RDA, Packing list etc) must be enclosed with the bill, failing which, bill will be paid on actual weight.
- 20.2 Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.
- 20.3 If there is any delay in making payment, no interest will be paid.
- 20.4 **Working experience:** Tenderers should have executed All India Transport cargo contract of a single contract value of not less than 80 % contract value per annum (i.e. for Rs. 0.94 Cr if one contract) or two jobs of 50 % of contract value per annum (i.e. Rs 0.59 Cr each for two contracts) or three jobs of 40 % of contract value per annum (i.e. for 0.47 Cr. each for three contracts) in any of preceding 7 years .
- 20.5 **Average turnover** of the tenderer for the previous 3 years shall be equal to or more than 30 % of contract value per annum 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 should be submitted (FY 2014-15, FY 2013-14 & FY 2012-13)
- 20.6 Network of branches available shall be enclosed along with techno-commercial bid.

- 20.7 **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 transporter.
- 20.8 **Participation:** The Transporters participating in this tender should submit notarized affidavit cum undertaking on non-judicial stamp paper of value of Rs.100/- (Refer proforma II 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)
- 21.0 The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.
- 22.0 **TERMINATION & EXTENTION OF CONTRACT:** The company shall have the option to terminate the contract without notice in the event of liquidation of Transporter or the transporter committing an act of insolvency or the character of the transporter is affected.
- 22.1 Not withstanding any thing contained above, BHEL-EDN, Bangalore reserves the right to terminate the contract, if the Transporter violates any of the terms and conditions of the contract, with one month's notice, by Regd., Post ACKNOWLEDGEMENT DUE or delivered in person under acknowledgement without assigning any reason.
- 22.2 BHEL-EDN reserves the right to extend the contract by 12 months with rates existing at the time of expiry of contract with same terms and conditions.
- 23.0 **POST TECHNICAL AUDIT:** BHEL reserves the right to carryout the post payment audit of the work and final bill including all the supporting vouchers, abstracts and any connected documents etc., and enforce recovery of any sum becoming due as a result of audit. However no such recovery shall be enforced after 3 years of passing of the final bills.
- 24.0 **LABOUR:** The contractor shall remain liable for the payment of all wages or other statutory benefits / perks to their staff / representatives under the payment of wages act 1936, Minimum wages act 1948, contract labour (R and A) act 1970 and workmen compensation act 1923, ESI act 1948 and any other act enactment thereto and rules framed thereunder from time to time.
- 25.0 LAWS GOVERNING THE CONTRACT: The contract shall be governed by the Indian laws in force.**
- 26.0 **ARBITRATION:**
- 26.1 Any dispute arising out of this contract shall be referred to the Executive Director, 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.
- 26.2 The venue of arbitration shall be such a place or places as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

27.0 JURISDICTION: The jurisdiction in respect of any dispute arising out of this contract shall be that of the courts situated in BANGALORE city only.

For Bharat Heavy Electricals Limited
Electronics Division, Bangalore

R.Rengaraj
Manager / CE-MM-GI

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

We, the bidder participating in the All India Transportation of goods contract tender with BHEL- Electronics Division, Mysore road, BANGALORE -26. Tender ref : CE-MM-GI/373/AITC/2017-18 dated 06.12.2016 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.
- Confirm that we will arrange the vehicles with updated documents as required by you.
- Confirm that we have completed the job satisfactorily to our customers for the value mentioned in your Pre-Qualification Requirements (PQR)

Notary signature

Transporter's sign with seal of the company

with seal

Techno-commercial bid (Part A) Annexure I
PRE QUALIFICATION REQUIREMENTS / ESSENTIAL
CRITERIA

SI	Description	If yes, furnish details
1	Is EMD for an amount of Rs. 4,68,000/- enclosed with Techno-commercial bid ?	
2	As per constitution: <ul style="list-style-type: none"> - If you are a company , furnish the certificate of incorporation - If you are a firm, furnish the partnership deed, power of attorney - If you are a proprietary, furnish IT return with PAN card. 	
3	Working experience in executing All India transport contract service in any of preceding 7 years for a single contract value of not less than 80 % contract value per annum (i.e. for Rs. 0.94 Cr, if one contract) OR Two jobs of value each not less than 50 % of contract value per annum (i.e. for Rs. 0.59 Cr each for two contracts) OR Three jobs of each value 40 % of contract value per annum .(i.e. for Rs 0.47 Cr each for three contracts)	
4	Were your average turnover in the previous 3 years equal to or more than 30 % of contract value per annum 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?(FY 2014-15, FY 2013-14 & FY 2012-13)	
5	You are required to indicate <ul style="list-style-type: none"> - Service Tax no 	
6	Notarized affidavit cum under taking (in proforma I attached)	
7	Whether all the pages of tender documents signed by the bidder?	
8	Acceptance of all scope of work indicated without any deviation	
9	Have you quoted rates for all schedules under "A" (Basic freight charges) in figures and words ?	
10	Name & Address of the transporter company	
11	Contact Details Name, Designation, Phone no & e-mail ID	

Transporter's sign with seal of the company

Un Price Bid Sheet

1.PI. confirm that you have quoted the rates in the price bid by way of mentioning in this page ‘ **quoted as per requirement” in col (5)**

2. Do not indicate rates in this page.

Sch	Types of load	Distance	Unit of rate	Confirmation of bidder
(1)	(2)	(3)	(4)	(5)
A1	Minimum freight charge per LR (up to 500 Kg)		Rs/ LR	
A2	Mini Truck Load- MTL (Upto 3500 kg)	x	Rs/KM	
		y		
A3	Full Truck Load –FTL (up to 9000 kg)	x	Rs /KM	
		y		
A4	Open Body Truck Load-OBT (up to 9000 Kg)	X	Rs / KM	
		y		
A5	Turbo Truck Load-TTL (9001 to 16000 Kg)	X	Rs / KM	
		y		
A6	Trailer Load-TL20 (upto 20000 Kg)	x	Rs / KM	
		y		
A7	Trailer load TL30 (20001 to 30000 Kg)	X	Rs/ KM	
		Y		
A8	Empty Container return Charge in trucks/ trailers length up to 40 feet	X	Rs / KM	
		y		

x- Distance less than 500 KM
Y-Distance more than 500 KM

Note:

1.For sch A1 - Rate / quoted should be per Rs/ LR

2. For sch A2-A8 –Rate quoted should be Rs / KM.

3. Price quoted shall be inclusive of all charges (viz. toll fees, check post) excluding Octroi. Payment of Octroi will be reimbursed on submission of original receipt by the transporters.

Tender no: CE-MM-GI-373/AITC 2017-18 Dtd xx.xx.xxxx
Price Bid Sheet (Part B) –Annexure II
Schedule A- Basic freight charges

Sch	Types of load	Distance	Unit of rate	Rate / Unit (Rs) in Fig	Rate / Unit (Rs) In words
(1)	(2)	(3)	(4)	(5)	(6)
A1	Minimum freight charge per LR (up to 500 Kg)		Rs/ LR		
A2	Mini Truck Load- MTL (Upto 3500 kg)	x	Rs/KM		
		y			
A3	Full Truck Load –FTL (up to 9000 kg)	x	Rs /KM		
		y			
A4	Open Body Truck Load-OBT (up to 9000 Kg)	x	Rs / KM		
		y			
A5	Turbo Truck Load-TTL (9001 to 16000 Kg)	x	Rs / KM		
		y			
A6	Trailer Load-TL20 (upto 20000 Kg)	x	Rs / KM		
		y			
A7	Trailer load TL30 (20001 to 30000 Kg)	X	Rs/ KM		
		Y			
A8	Empty Container return Charge in trucks/ trailers length up to 40 feet	x	Rs / KM		
		y			

x- Distance less than 500 KM
Y-Distance more than 500 KM

Note:

- 1.For sch A1 - Rate / quoted should be per Rs/ LR
2. For sch A2-A8 –Rate quoted should be Rs / KM.
3. Price quoted shall be inclusive of all charges (viz. toll fees,check post) excluding Octroi. Payment of Octroi will be reimbursed on submission of original receipt by the transporters.