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WORKS CONTRACTS MANAGEMENT

Ref: WCM/14-15/4020/C1

dt.30.07.2015

CORRIGENDUM-1

CORRIGENDUM TO THE TENDER REF: WCM/14-15/4020 Dt.04.07.2015

FOR

ALL INDIA TRANSPORTATION RATE CONTRACT - 2015-2016

NIT-23237

The following corrigendum is notified to the above cited Open Tender

- 1. Page No.3 of 53, Clause 2.2.1 & Page No. 4 of 30, Clause 1.1, may be read as follows:-**

SL No	Category of Vehicle	Type of Vehicle to be placed	Dimensions in "Meters"			Weight in "MT"
			Length	Width	Height	
1	Consignment Category-1 Smalls (SM)	Any commercial vehicle Mini-Van / Tempo Van / Mini Truck / Lorry etc.,	upto 5.50	upto 2.00	upto 2.00	upto 2
2	Consignment Category-2 Part Load (PL)	Any commercial vehicle Mini-Van / Tempo Van / Mini Truck / Lorry etc.,	upto 5.50	upto 2.00	upto 2.00	above 2 and upto 6
3	Consignment Category-3 Truck (LO)	Heavy Commercial Vehicle (HCV) (Truck, Lorry, Rigid Vehicle, Closed Body etc.,)	upto 5.50	upto 2.00	upto 2.20	upto 9
4	Consignment Category-4 Truck (TA)	Multi Axle Goods Vehicle (Truck, Taurus, Rigid Vehicle, Closed Body etc.,)	upto 6.50	upto 2.20	upto 2.50	upto 21
5	Consignment Category-5 Non ODC (FF)	HMV Articulated Vehicle (Semi Articulated Vehicle, Open Body etc.,)	upto 12.50	upto 2.50	upto 2.50	upto 35
6	Consignment Category-6 ODC (OF)	HMV Articulated Vehicle (Semi Articulated Vehicle, Open Body etc.,)	upto 15.00	upto 4.00	upto 3.00	upto 35
7	Consignment Category-7 Length ODC (SF)	HMV Articulated Vehicle (Semi Articulated Vehicle, Open Body etc.,)	15.01 to 24.50	upto 4.00	upto 3.00	upto 35
8	Consignment Category-8 Height ODC (LB)	HMV Articulated Vehicle (Low Bed Trailer , Semi Articulated Vehicle, Open Body etc.,)	upto 12.50	Width 4.01 to 6.00 or height 3.01 to 5.50		upto 35

2. Page 21 of 53, Clause 6.1.7, may be read as follows:-

Suspension Logic in VIS

If the original allottee is not placing vehicle within the stipulated time, then the carrier will be put under suspension in that particular rate schedule only, and allowed to view and pick the same demand alone in “Open Demand” category. Also one time penalty for non-placement of vehicle will be levied.

3. Page 25 of 53, Clause 13.4.2, may be read as follows:-

If the original allottee lifts the same consignment in Open Demand then delay penalty charges only applicable and non-placement penalty will be waived. However, if the same Carrier delivered the consignment within the allowed time (from the date of original demand), then the delay penalty also will be waived automatically. For despatches from Harbour / CFS, the demurrage charges incurred by BHEL due to non-placement of vehicle, also will be recovered from the defaulted transport carriers.

4. Page 24 of 53 Clause 12.2.1, may be read as follows:-

Delay in delivery beyond the above period as described above will attract a penalty of **2% of the freight per Week or part thereof** subject to maximum of 30% of the total freight payable against a particular consignment. When the penalty is levied, the grace time of Two days will not be allowed.

5. Page 27 of 53, Clause 15.3.2, may be read as follows:-

Detention at Site shall be paid based on the Gate Entry at Site / Any site personnel – with signature & official seal. In case official seal is not provided by the certifying person at site / if further clarity and confirmation required on the certification by DGM of Commercial / end user is required for payment of detention charges.

“ In case the vehicle reached at Site, and the site security / site officials are not allowing the vehicle to enter into the Site, then the date of arrival of vehicle at Site, as certified by BHEL Commercial executive, not below the rank of DGM (based on the documentary evidence such as GPS report, email from the Transport Carrier etc..) will be considered as the “Site in entry” date for payment of detention Charges”. For this case, GPS Report is must for claiming the Detention Charges.

6. Page 40 of 53, Clause 34 – Conflict of Interest

This clause is removed.

7. Page 37 of 53, Clause 28.3.1 & 28.3.2, may be read as follows:-

28.3.1 In addition to conversion of EMD of ₹ 2,00,000/- into Security Deposit, the Contractors will be required to furnish Bank Guarantee for a value of ₹ 2,00,000/- (Rupees Two lakhs)

28.3.2 When the total billing of the Transport Carrier at any point of time exceeds ₹ 50 Lakhs, then the recovery of Security Deposit will be ensured at the rate of 5% of bill value from each running bill as per the above SD Clause.

However an option is given to the transport carriers to remit BG for more than ₹ 2 Lakh also.

For Example, if a Carrier remits SD / Bank Guarantee for ₹ 10 Lakh (after conversion of EMD in to SD i.e total SD of ₹12 Lakh) then for upto ₹ 210 Lakh total freight billing value (₹4 Lakh SD upto ₹ 50 Lakh freight bills & Over ₹50 Lakhs freight billing, 5% of excess of ₹50 Lakh i.,e, Rs. 160 Lakh for additional ₹ 8 Lakh BG), Security Deposit will not be recovered from their running bills. The carrier may add bank guarantee on subsequent dates also. However initial BG for minimum ₹ 2 Lakh, before commencement of Work is must.

8. Page 25 of 53 Clause 13.1 – Clarity on Notice Time

The carrier booking time i.e. the notice time for placement of vehicle will be counted from morning 10 to 11 am, for the carrier booking done before 10 am. Similarly, the carrier booking time i.e. the notice time for placement of vehicle will be counted evening 3 to 4 pm, for the carrier booking done after 11 am.

9. Page 27 of 53, Clause 15.3, may be read as follows:-

The rate of detention charges is as follows:-

- For Consignment Category 1 to 3 = ₹ 1000 per day
- For Consignment Category 4 to 6 = ₹ 1500 per day
- For Consignment Category 7 & 8 = ₹ 2000 per day

10. Page 11 of 53

Non selection of the clause 19 to 21 will tantamount to 1 demand per demand cycle may be read as “Non selection of the clause 18 to 20 will tantamount to 1 demand per demand cycle”

11. Page 20 of 53 Clause 5 (e) (iv), may be read as follows:-

However clubbing of Consignment Category-5 & Consignment Category-6 in the same vehicle and clubbing of Consignment Category-5/6 together with Consignment Category – 7 in the same vehicle is permitted provided that the (i) ratio from Consignment Category-6 to Consignment Category-5 is 70:30 (or) Consignment Category-7 to Consignment Category 5 and/or 6 is 70: 30.

12. Page 24 of 53 Clause 12.1.6, may be read as follows:-

For determining the number of days for delivery, for the leftover distance which is below the km fixed per day, one additional day will be counted. Say, if the distance is 500km and the permitted travel per day is 200km per day. Accordingly the transit time is 2.5 days (500/200). Hence 3 days shall be considered as transit time

13. Page 26 of 53, Clause 15.1.1

This clause is removed.

14. Page 26 of 53, Clause 15.1.5

Detention at en-route:- If vehicle is detained at en-route / check posts for want of Road Permit Form, Noncompliance of dispatch documents by BHEL etc., i.e. whatever detention attributable to BHEL or Site, detention charges are payable against documentary evidence. However GPS Report is must for claiming the Detention at en-route.

15. Page 15 of 30

Smalls up to 3MT may be read as “Smalls up to 2MT”

16. Page 17 of 30

Part Load "Up to >3 TO 6 MT may be read as “Part Load "Above 2 MT but up to 6 MT”

17. Page 51 of 53, Clause 2 (f), may be read as follows:-

Inside BHEL, Trichy, while reversing the vehicle or while crossing the security gate, only the driver is allowed to be in the Prime mover. The cleaner/helper has to guide the vehicle from outside.

18. Scope of Price Bid in Region 8

Wherever the sentence / scope “Transportation of consignments from anywhere to anywhere in India other than those covered in the other Rate Schedules” indicated, the same may be read as “*Transportation of consignments from anywhere to anywhere in India, including despatches to BHEL Trichy & PPPU Thirumayam, and other than those covered in the other Rate Schedules*”

19. Page 18 of 53, Clause 3.2.1, may be read as follows:-

Extensions of Contract for a period of one year may be done with mutual agreement between BHEL, Trichy and transporters with whom rate contract is entered into. Contract extension shall be based on acceptance of the same terms & conditions of the Contract.

20. Page 21 of 53, Clause 6.1.9

Column No.17 may be read as column No.16

21. Page 11 of 53, Clause 16 may be filled as per the following table

16. Number of demands opted as per Clause 6.1.9

Region	Consignment Category-1 to 4	Consignment Category-5 to 6	Consignment Category-7 Length ODC (SF)	Consignment Category-8 Height ODC (LB)
Region 1 to 5 & 9				
Region-6				
Region 7,8,10				

For example, if two demands are opted by carrier, they have to place twice the minimum number of vehicles (clause 6.1.8), if demanded, against this contract. If not placed, risk purchase clause will be operated and penalty for non-placement of vehicle shall be applicable.

If not specifically mentioned, one demand per cycle shall be allotted

22. Page 11 of 53, Clause 18, 19 & 20 may be filled as per the following table

18. If we Become **L1 Bidder** we are willing to be allotted with the following number of demands indicated by us. (max. 5 demands)

Region	Consignment Category-1 to 4	Consignment Category-5 to 6	Consignment Category-7 Length ODC (SF)	Consignment Category-8 Height ODC (LB)
Region 1 to 5 & 9				
Region-6				
Region 7,8,10				

19. If we Become **L2 Bidder** we are willing to be allotted with the following number of demands indicated by us. (max. 3 demands)

Region	Consignment Category-1 to 4	Consignment Category-5 to 6	Consignment Category-7 Length ODC (SF)	Consignment Category-8 Height ODC (LB)
Region 1 to 5 & 9				
Region-6				
Region 7,8,10				

20. If we Become **L3 Bidder** we are willing to be allotted with the following number of demands indicated by us. (max. 2 demands)

Region	Consignment Category-1 to 4	Consignment Category-5 to 6	Consignment Category-7 Length ODC (SF)	Consignment Category-8 Height ODC (LB)
Region 1 to 5 & 9				
Region-6				
Region 7,8,10				

"Even though L1/L2/L3 opt for more demands as aforesaid, Risk purchase, if any, shall be applicable to them only to the extent of minimum number of vehicles required as per clause 6.1.9. However, Non-placement penalty shall be applicable for opting more demands in case vehicles are not placed for opting more demands per cycle"

If not specifically mentioned, one demand per cycle shall be allotted

23. Page 6 of 30, Clause 3.1, may be read as follows:-

The number of Carriers required for operation is given below:-

Region	Distance Slab	Category-1 Smalls (SM)	Category-2 Part Load (PL)	Category-3 Truck (LO)	Category-4 Truck (TA)	Category-5 Non ODC (FF)	Category-6 ODC (OF)	Category-7 Length ODC (SF)	Category-8 Height ODC (LB)
Region-1	0-200	20	20	20	20	61	61	36	23
	Above 200	20	20	20	20	61	61	36	23
Region-2	Any Distance	20	20	20	20	61	61	36	23
Region-3	Any Distance	20	20	20	20	61	61	36	23
Region-4	Any Distance	20	20	20	20	61	61	36	23
Region-5	Any Distance	20	20	20	20	61	61	36	23
Region-6	79 km	8	8	8	8	15	15	15	15
Region-7	Up to 700 km	12	12	12	12	33	33	17	12
	Above 700 km	12	12	12	12	33	33	17	12
Region-8	Up to 700 km	12	12	12	12	33	33	17	12
	Above 700 km	12	12	12	12	33	33	17	12
Region-9	Up to 700 km	20	20	20	20	61	61	36	23
	Above 700 km	20	20	20	20	61	61	36	23
Region-10	Up to 700 km	12	12	12	12	33	33	17	12
	Above 700 km	12	12	12	12	33	33	17	12
Region-11	Up to 700 km	na	na	10	10	10	10	na	na
	Above 700 km	na	na	10	10	10	10	na	na

24. Page 25 of 30

The following Clause is removed.

“Overhanging of consignments beyond 1.5 meters from bed length is not allowed. The carrier has to provide suitable bed length trailers / extended bed / proper supporting arrangements to ensure the consignments are supported throughout the length without overhanging / sagging of consignments.”

In lieu of the above clause, the following clause to be adopted.

Overhanging limit shall be fixed by loading agency, while loading, based on the type of consignments (beam, column, crates, bundle, loose popes, tubes etc.) ensuring the safety of the consignments. This will be applicable for all trailer consignment categories.

25. Page 8 of 53, Clause 5

This Clause is removed. Accordingly fleet ownership is removed from the eligibility criteria.

26. Page 2 of 53, Clause 2.1.1, may be read as follows:-

Transporters who have been presently put under Hold by BHEL Trichy or De-Listed by BHEL Trichy or Banned by BHEL Trichy or any other BHEL unit / office are not eligible to participate in this Enlistment / Tendering process. **Also transporters to whom Show Cause Notice is issued & banning action initiated by BHEL Trichy** are not eligible to participate in this Enlistment / Tendering process. If offer submitted by such Carriers will not be considered against this enlistment and will be rejected.

27. The due date of Tender is extended as follows:-

Last date of receipt of filled-in applications (Part-1 & Part-2)	: 09:30 hrs on 10.08.2015
Date & Time of opening of applications received (Part-1 only)	: 10:00 hrs on 10.08.2015

All other tender / enlistment terms & conditions remain unaltered. **This corrigendum-1 is an integral part of the Tender** and Tenderers are requested to Sign & Stamp this corrigendum and enclose along with the Application for Enlistment. Applications received without this corrigendum duly signed are liable for rejection.

(Jagannadha Rao A V)
SDGM / WCM