



***BHEL to decide whether to open the price bid OR to conduct Reverse auction.***

- 19. EARNEST MONEY DEPOSIT:** Earnest Money Deposit (EMD) of Rs. 2,00,000/- is a must and shall be deposited along with the offer in the form of Bank Draft from any nationalized bank, Pay Order in favor of BHEL Rudrapur or in Cash. The EMD amount given by unsuccessful tenderers shall be refunded within 15 days of acceptance of award of work by the successful tenderers whereas EMD of the successful tenderers shall be converted and adjusted against Security Deposit. EMD shall not carry any interest. It may be also noted that the EMD & tender cost (Rs 1000) should not be combined together. Tender cost is to be submitted separately in cash/DD/bankers cheque drawn in favor of BHEL, payable at Rudrapur while obtaining tender /submitting the offers.

Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL, Rudrapur issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Transportation issued from this office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.

***Offers without EMD shall not be considered & shall be outrightly rejected.***

**Note: EMD submitted by the bidder shall be forfeited if:**

- (i) After opening the tender, the bidder revokes his tender within the validity Period or increases his earlier quoted rates.
- (ii) The bidder does not commence the work within the period as per Contract.

**20. SECURITY DEPOSIT:**

During currency of the rate contract agreement including extension, if any, the successful tenderer /contractor shall maintain an interest free security deposit with BHEL based on quantum of work allocated as decided by BHEL and at the time of entering into rate contract as per following rate:

- Upto Rs. 10 lakhs: 10%
- Above Rs. 10 lakhs upto Rs. 50 lakhs: Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
- Above Rs. 50 lakhs: Rs. 4 lakh + 5% of amount exceeding Rs. 50 lakhs

All the road permits and any other relevant authorization, from the competent authority, shall be obtained by the contractor. Any contingency arising in this respect shall entirely be the responsibility of the contractor.

**28. SAFETY:**

The safety precaution required whether under Motor vehicle Act, Carriers Act or other statute for the time being in force for the transportation, such as, securing the consignment with provision of red flags/pilot lights etc shall be the responsibility of the contractor.

**29. PAYMENT TERMS:**

All payments shall be made to the transporter through e-payment within 20 days of the submission of proper bills enclosing LR and DAN duly acknowledged by the consignee stating that the material is received in full and good condition. The contractor shall submit the bills in duplicate immediately after delivery of goods. For e-payment, transporter has to submit the following information:

- Name of beneficiary :
- Bank Name :
- Bank Account No. :
- Branch Name :
- IFSC Code :

**Note:** The transporter should have capability to invest working capital up to 15-20 lakhs at a time, as our payment terms are within 20 days of Submission of bills by the transporter.

**30. PAYMENT OF OTHER TAXES /LEVIES:**

No demurrage, wharfage, ground rent, godown rent, hamali charges, labour charges, statistical charges, surcharges, unloading charges, goods tax, bridge tax, collection charges, road tax, border tax etc. shall payable to the contractor. Besides the rates as agreed in the rate contract, no claim for any extra payment will be entertained. However, Octroi/Toll tax on goods only shall be payable as per actual on production of proper receipt.

**31. EXTRA PAYMENT FOR ODC /OVER WEIGHT CONSIGNMENTS:**

\* In case the size of consignment is larger than the vehicle size(15MT:22'x7.6'x7.6',09MT:19'x7'x7' & 05MT:17'x6.6'x6') 10% extra of the basic freight shall be payable in each direction and part thereof in length/width/ height as the case may be subject to max. of 20% of basic freight.

\* In case of weight of consignment is above capacity for the Vehicle (FTL), the payment shall be made on proportionate basis for weight subject to max. of 50% over the Capacity of the vehicle .

- *In all other cases except as described above, no extra payment shall be made for ODC/Overweight consignments.*

### **32. DELIVERY OF GOODS:**

Prompt delivery of the consignment is of prime importance. Allowable Running times shall be as under:-

- LP Trucks : 300 Kms. per day

In addition to the above normal running time, a grace time of 1 day per 1000 Kms. running or part thereof may be allowed to provide for any unforeseen contingency in transportation beyond the control of transporter.

**Above calculation will exclude the booking date.**

**Sample Calculation:** For LP booked on 01-Jan-2014 for 1800 Kms., It must reach the destination within 6+1 (grace) day, i.e. till 08-Jan-2014. Failing this LD shall be imposed as per Cl.33 below.

### **33. PENALTY FOR DELAY IN DELIVERY OF GOODS**

Delay in delivery beyond the above time schedule (after consideration of grace period), will attract penalties of 2% of the total freight amount per week or part thereof subject to a maximum of 30% of the total freight payable against a particular consignment. If the contractor does not adhere to the above schedules of running time for more than 3 times, then he may be debarred from the approved list of transporters.

### **34. DISTANCE**

The distance between the points of despatch and destination shall be determined by the shortest route, as arrived at, on the basis of local knowledge, road map of India, distance guide and / or Motor Guide of India, [www.mapmyindia.com](http://www.mapmyindia.com) / Google Maps. The road map of India shall also be made use of in determining the route.

Where the contractor submits enhanced bills for having followed the longer route then it will be necessary for him to submit along with the freight bill, the documentary evidence such as Octroi/toll tax receipts, petrol pump receipts etc. for the actual route followed. BHEL may consider such claims if it is satisfied of the same on the grounds of poor road conditions, civil/armed forces disturbances, natural calamities, breakage of road links or any other situation, which merits its consideration for this clause.

For claiming the freight bill, Information about distance from anywhere to anywhere shall be taken from CDC deptt. of BHEL, which is based on Road Distance Guide/Inputs from Google Maps. The distance from Rudrapur to Bareilly & Moradabad is 78 kms & 75 Kms. respectively.

**Annexure-A****Pre-Qualifying Requirements**

The bidder shall ensure to comply with the following and submit all relevant documents in part-1 bid to be eligible for this rate contract:-

<b>CRITERIA</b>	<b>MINIMUM REQUIREMENT</b>
Turn over from business of playing transport vehicles	Rs 85.23 Lakhs average of the three financial years i.e 2012-13, 2013-14 and 2014-15 (audited)
IBA Approval	Valid on the date of tender opening. It shall also be ensured that the same is available throughout the currency of the contract and if not, rate contract can be cancelled.
Branch office	Bidder should have a local office WITHIN 15KM vicinity of BHEL Rudrapur, the address and the contact details to be submitted.
Certificate or an undertaking in the form of an affidavit on non judicial stamp paper valued Rs.100/ and duly notarized	<ol style="list-style-type: none"> <li>1. Certifying that they are not presently put on hold, suspend, de-listed, banned or black listed by any of the BHEL Units.</li> <li>2. Not have been booked by CBI and/ or charged by a court of law in any criminal case relating to transportation.(As mentioned in clause 4 page no 3)</li> </ol>
EMD	Rs.200000 ( Rs Two Lacs) as provided in NIT
<b>Integrity Pact</b>	<b>Not Applicable</b>
Positive Net worth (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished above must be positive.	Submission of annual accounts for three years i.e.2012-13,2013-14,2014-15

**Note:**

1. Copies of Audited Annual Account i.e balance sheet and trading/Profit & Loss Account for the Financial years i.e 2012-13,2013-14 and 2014-15 will be required. In case annual accounts for FY 2014-15 have not been finalized, CA certified turn over figure can be submitted.
2. Bidders must qualify minimum requirements given against each criteria with documentary evidence wherever required. Bids of those bidders who does not meet minimum requirements is liable to be rejected.

**Annexure-III (H)****PRICE BID**

(XXIX) From Rudrapur to any outstation within India

(XXX) From any outstation within India to Rudrapur

(XXXI) From anywhere outside Rudrapur to anywhere outside Rudrapur within India.

(XXXII) From one point within Rudrapur to another point within Rudrapur (local transportation)

(IN ACCORDANCE WITH THE SCOPE OF WORK &amp; GENERAL TERMS &amp; CONDITIONS OF THE TENDER)

Tender Enquiry No.: CFP/CDC/2015-16/08

Name of the Transporter: \_\_\_\_\_

Type of Vehicle (LxWxH) (Dimensions in Feet)	Capacity (MT)	Distance Slab (km)	Estimated No of vehicle	Rate (Rs./KM) Based on basic price of diesel Rs. 46.97 per Litre.
LP Truck 09 MT	09	Above 1501 Kms	90	

**O. BASIC RATES:**

P. Extra payment for ODC/Over weight consignment shall be as Cl.31 of General Terms & Conditions (Annexure – I)

(Signature of Bidder with stamp)