

Tender No:ED/SWG/Transportation/002/09-10/RNB

Enquiry No:

Date:

Dear Sirs,

Sub: Appointment of Transport Contractors on Annual Rate Contract Basis for the year 2009-2010.

We invite competitive quotations towards carriage of Electrical Items from Kolkata to various destination.

We enclose herewith a set of Tender Documents consist of the following which may please be returned duly completed in all respects/signed and sealed as a token of acceptance.

Part - I Annexure - I - General Information.
Annexure - II - Information to the Tenderer.
Annexure - III - Terms & Conditions of the contract.

Part - II Annexure - IV - Price Sheet. (For Full consignment)
Annexure - V - Price Sheet (For Part Consignment)

You are required to submit your quotation in two sealed covers separately for Part - I and Part II. Part I will consist all documents except Price Bid. Unpriced Price Schedule also to be enclosed with Part I. Part II will only consist Price Bid. Both these envelope should be sealed, super scribing Tender Enq No, Due Date, Part I / Part II etc. as applicable. Both these sealed covers are to be put inside another sealed envelope super scribing "Tender Enquiry No: _____ Part - I & Part II, mentioning Due date.

Your quotation must reach the office of the undersigned on or before _____.

Quotation for Part I will be opened on _____ at 3 PM in our office and you may present in the tender opening in the scheduled date & time.

Yours faithfully,
Andrew Yule & Co Ltd

Materials Manager

Annexure – I

Andrew Yule & Co Ltd
(A Govt of India Enterprise)
Electrical Division – Kolkata Operation
14, Mayurbhanj Road,
Kolkata – 700 023

Sub : Appointment of Transport Contractors

General Information to be furnished to be furnished by the Tenderer:

01. Name of Firm:
02. Address, Tel/Fax No of Regd Off:
With Name of Contact Person
03. Address, Tel/Fax No of Godown:
with Name of Contact Person
04. Address, Tel/Fax No of Godown:
with Name of Contact Person
05. Status of the Company :
(Pvt Ltd/Limited/Sole Proprietary/
Partnership/Reg/Non Reg & date
Of Inception)
06. Income Tax P/A No and assessed up to:
(Latest Clearance Certificate to be attached)
07. Sales Tax Regn No: Central :
State/VAT:
(Pl enclose photo copy of Reg No)
08. Trade License No :
(Pl attach photocopy of Lic)
- 09.a. Name of the Banker , Branch
& address
- b. If bank approved, give No & Date
and expiry date, if any

Tender No:ED/SWG/Transportation/002/09-10/RNB

10. Turnover in last three financial years:

Contd 3

- 3 -

11. Strength of Fleet: Own Lorries:
Hired Lorries:

12. Maximum No of trucks will be able to
engage in a particular day

13. Name of present customer
(Photocopy of few contracts may be
enclosed)

14. Manpower in Role

15. Particulars of National Permit, if any:

16. List of Godowns available related to:
destination.
a. Own Godown :
b. Tie up Godown :

I/We hereby certify that the particulars furnished by me/us above are true to the best of my/our knowledge and belief and misrepresentations of facts will render me/us liable to my/our action as may be deemed fit by Andrew Yule & Co Ltd (Electrical Division) have the sole discretion to reject or accept my/our candidature.

Signature of Tenderer with
Seal & Date:

Place:

Annexure - II

ANDREW YULE & COMPANY LIMITED

(A Govt. of India Enterprise)

**Electrical Division
Kolkata Operation
14, Mayurbhanj Road,
Kolkata – 700 023.**

Sub: Appointment of Transport Contractors on Annual rate contract basis for the year 2009 – 2010.

NOTE : Vendors who will download the Tender Documents from our Website www.andrewyule.com should submit a D.D. or pay order of Rs. 500/- (non refundable) in favor of Andrew Yule & Company Limited , along with Tender Documents towards cost of Tender Paper.

Scope of Service:

- Service includes transportation of electrical items of the electrical division like Porcelain Clad VCB Indoor Panel, Outdoor Kiosk , Outdoor Field Switch , VFHT , Trans Switch , Automatic Voltage Regulator , Transformers , Capacitor Switch , Auto Reclosure , Sectionalisers etc. from three location at Kolkata (West Bengal) to all over India on door delivery basis.
- Estimated value of annual work is Rs. 40 Lakhs approx. However it is not a commitment for ordering.
- Transporters will have to comply Motor Vehicles Act. 1988 & up -to- date amendment thereof to prevent overloading of vehicles. Vehicle penalty not to be borne by AYCL.
- Transporters should always remain available round the clock over telephone / fax for communication Transporters are required to place truck within 24 hours of intimation received from AYCL over telephone /fax. Any failure on the part of transporter to place truck in proper time to the proper place or any refusal / denial to accept AYCL's request over telephone / fax will be treated as breach of contract and transporter would make him liable to give suitable explanation to AYCL.
- To eliminate transshipment and storage at up-country points (unless it is required) , the transporter should try and ensure that the lorries placed for carrying consignment posses inter-state permit. The transshipment is disallowed, unless specifically required with prior approval.
- Transporter should make adequate precautions so that consignment is not damaged during loading and unloading. Necessary equipment i.e. Chain Pulley etc. and manpower required for loading /unloading have to be arranged

Tender No:ED/SWG/Transportation/002/09-10/RNB

by transporters at the destination, if reqd, should preferably be certified by end user / receiver.

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- Transporter may be at times required to collect materials from more than one point in Kolkata (West Bengal) as well as to deliver materials to more than one point in any state.
- Transporters should take adequate precaution so that consignment is not damaged during transit. However Transit Insurance will be arranged by AYCL. In some cases it may so happen that special escorts are required to accompany the truck for some special reasons and / or to bring signed Material Receipt Challans, C/N copy etc. from customers without any delay.

The transporter will undertake to deliver the consignment in sound, good & fit condition and any loss or damage however caused will be considered to have been caused by the negligence of transporter unless it can be established to have been caused by an act of God. In this connection, it may be noted that while the company will obtain adequate transit cover with the insurance company, so that claims arising out of improper handling, negligence, accident or for any other reason which can be constructed to be an act of God, are fully covered. The transporter in turn to protect the right of recovery of claims of the company, from the underwriter, will be required to do the following acts and submit documents / information as and when called for:

For Claims made against accident, theft etc:

- a. The copy of original statement of the truck driver duly acknowledged by the respective police station regarding the circumstances resulting the accident or theft.
- b. The full address of the Police Station where the complaint was lodged with a copy of complaint and the Police Station General Diary No.& date.
- c. Copy of the Final Police Investigation Report of the concerned police station.
- d. Photographs, if any, taken at the place of accident or theft.
- e. Copy of the consignment note.
- f. Acknowledge with receipt the claim made by the company.
- g. Damage Certificate/Non Delivery Certificate of the consignment.
- h. Any other information / document/s , as may be required by the underwriter.

For Claims made other than above:

- a. Copy of the consignment note.
- b. Acknowledge with receipt the claim made by the company.
- c. Damage Certificate/Non Delivery Certificate of the consignment.
- d. Any other information / document/s , as may be required by the underwriter.

- 3 -

In case the company fails to obtain full recovery of their claims in part or full from the underwriter due to negligence on the part of transporter regarding submission of document etc on time, the under noted procedure / basis will be adopted to determine amount of loss :

- a. In case of shortage or pilferage: The proportionate value /sale value, as the case may be, of the quantity short delivered.
- b. Partial damage : The difference between the sound arrived value and the damaged arrived value at the place of arrival.(The sound and the damaged arrived value will be in accordance with the authorized representative's certificate)
- c. Total Loss: Full value of the consignment as per authorized representative's valuation.

In case a transporter wishes to obtain Legal Liability Cover for the consignment being carried by them , they may do so with the respective insurance company at their own cost. In such cases no reimbursement for taking such cover will be made by the company.

It is essential that the transporter will take every precaution at all times to ensure that the consignment is protected from any likelihood of breakage / water damage/pilferage etc.

- Consignments are generally to be delivered within reasonable time as shown below failing which transporter would make him liable for explanation/consequential damarrage.

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Up to the distance of 450 KM	- 2 days
Between 451 KM and 750KM	- 3 days
Between 751 KM and 1500 KM	- 7 days
Between 1501 KM and 2000KM	- 9 days
Between 2001 KM and 2500KM	- 10 days

We confirm that we have gone through the above terms & conditions carefully and accept the same.

Signature of tenderer with
date & Rubber Stamp.

Annexure – III

Terms & Conditions.

01. Contract shall remain valid for a period of one year from the date of Contract. AYCL may subsequently extend the contract for another year at their discretion.
 02. Payment shall be made preferably on 90 days credit basis from the date of receipt of transporter's bill along with all supporting documents.
 03. Detention charges will be applicable from the next day of the date of placement of Truck as per standard practice for inland transportation.
 04. Transporter have to deposit Rs 25000/-by D.D / Pay Order from a Nationalized Bank, issued in favor of Andrew Yule & Co Ltd, payable at Kolkata towards **Earnest Money**, along with your offer. EMD shall be refunded to unsuccessful bidders, after finalization of the annual rate contract without payment of any interest. For successful bidders. EMD will be converted and kept as security deposit .
- Tender Fee: Rs 500/-** - In case of down loading the tender, tender fee has to be deposited by DD/ Pay Order from a Nationalized bank, issued in favor of Andrew Yule & Co Ltd.
05. In the event of failure on the part of transporter to render satisfactory services, AYCL reserves the right to terminate the contract at any point of time at its sole discretion.
 06. Tenders duly completed along with EMD of Rs. 25000/- should be submitted in the Tender Box kept in Purchase Department at the above address in Sealed Cover, Marked, " BID FOR ANNUAL RATE CONTRACT FOR TRANSPORT".
 07. Rates to be quoted separately for different sizes of truck i.e., 18 feet , 22 ft etc as applicable in the enclosed Tender Form .
 08. All quoted rates should be FIRM throughout the contract period till the diesel prices increase up to Rs 38/- per/decrease up to Rs 28/- per Ltr. Any increase/decrease in the freight charge should be indicated slab wise i.e percentage increase / decrease in freight charge for hike of Rs 38.01 to Rs 42/- per Ltr /vice-versa, for Rs 42.01 to 46/- per ltr/ vice-versa & so on. offer should be valid for a period of **120 days** from the date of opening of tender.
 09. Rates quoted for different destinations will be exclusive of Service Tax AYCL will deposit Service Tax separately as per rule.
 10. Whenever Octroi is applicable, it shall be paid by AY. In case the transporter pays it, the supporting documents of Octroi payment in original should be submitted for re-imburement.

11. In case Escort is arranged by AYCL, transporter will have to allow the escort to accompany the truck safely.

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12. Evaluation (except small) will be done on Freight Charges mentioned in Annexure. Other charges except statistical, as asked in the note (e.g Detention Charge etc.) will not be considered for evaluation purpose but shall be negotiated separately.
13. Tax component, if any, should be clearly mentioned in Annexure with % age. No Form C will be issued.
14. In the event of actual destination not being covered in the tender, freight to be considered on the basis of Per KM from the nearest known destination covered under ARC on case to case basis.
15. Transporter shall submit clear receipted challan certifying that goods received in good condition. Receipted challans of the consignment shall have to be produced within 4-5 days from the date of receipt of materials at destination.
16. Consignment may have to be delivered (For full truck load) in more than one consignee. In that case, lowest fare rate among/between those consignee will be considered.
Additional charges for each point delivery (for more than one consignee for the same truck per Km) may please be quoted.
17. Force Majeure : In the event of Force Majeure conditions as below, the contractor will be relieved of its obligation to AY of rendering services under this contract. The contractor will inform AY of such conditions in time as and when these prevail. The force majeure conditions can be any or a combination of followings :
" Any statutes, rules, regulations or situation arising of War, immobilization, strike, lockouts, labor unrest, riots, civil commotion, trade dispute, fire accidents, plants breakdown/shutdowns, natural calamities and acts of God or any other cause beyond the control of parties."
18. Andrew Yule & Co Ltd reserves the right to appoint more than one Transporter for transportation of consignment against this tender.
19. No consignment other than that of AYCL to be loaded in the same truck. If loaded. AYCL will have the right to call for explanation from the transporter . Damage of AYCL material if any caused due to loading of other consignment should be to the transporter account.
20. Andrew Yule & Co Ltd reserves the right to reject any or all the Bids received , without assigning any reason whatsoever.

Tender No:ED/SWG/Transportation/002/09-10/RNB

21. Andrew Yule & Co Ltd reserve the right to vary any of the terms of the tender for unavoidable reasons.

Contd 3

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23. Any sort of canvassing resorted to by any bidder shall disqualify his bid
24. Andrew Yule & Co Ltd reserve the right to ask for any further details for arriving at a decision.
25. Arbitration Clause: All Disputes relating to this order or relating to the price of the goods supplied or services provided there under or otherwise arising there from between the seller and buyer shall be subject to and referred to the court or competent jurisdiction situated within the limits of the city of Kolkata .

Andrew Yule & Co Ltd

(Electrical Division)

Dated :

ADDITIONAL TERMS & CONDITIONS FOR PART
CONSIGNMENT

01. For part consignment, materials will be booked up to Transporter Go down to the nearest destination of Consignee. Consignee will collect the material from Transporter goes down.
02. Transporter should have go down facility nearest to the destination. Material will be booked up to Transporter go down nearest to destination and consignee will collect the material from Transporter go down.
03. Transporter will collect material from us at transporter own cost. Material to be collected from our three Kolkata based factory.
04. Transporter to quote separately for Door Delivery of consignment also.
05. Rates will be applicable in Kg .
06. In the event of actual destination not covered, rates of the nearest destination will be applicable.

Andrew Yule & Co Ltd

(Electrical Division)

Dated:

Tender No:ED/SWG/Transportation/002/09-10/RNB