

ANDREW YULE AND COMPANY LIMITED

(A Government Of India Enterprise)

Electrical Division, Switchgear Unit

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Web site: www.andrewyule.com

Tender No. ED/KTAKA/FL/RC/2013 dated 03/05/2013

**Rate Contract for transportation of material from our units at
Kolkata to different parts of Karnataka on door delivery basis**

Last Date of submission of Tender: 18/05/2013 up to 4.00 p.m.

Commercial Bid will be opened on 20/05/2013 at 11.00 a.m.

EMD Rs 50,000/- (Rupees Fifty Thousand Only)

Cost of Tender documents: Rs.500/- (Rupees Five Hundred Only)

Tender Document for transportation of material from different units at Kolkata to different parts of Karnataka on door delivery basis

Sealed Tenders are invited from reputed transporters for transportation of different electrical equipments and accessories from Kolkata to the following destinations in Karnataka by full load truck on door delivery basis.

BANGALORE	MANGALORE	SHIKARIPURA	UDUPI
SHIMOGA	SAGAR	DEVANGERE	KOLAR
CHINTHAMANI	CHIKKABALLAPURA	MYSORE	HUBLI

Transportation to be made through

(a) 18 ft, 9 MT, 6 wheeler truck

(b) 22 ft, 16 MT, 10 wheeler truck

All trucks should be of wooden base and ½ dala.

Estimated no. of trucks = 150 nos. within December 2013

Estimated value of work = Rs.90 Lacs

During the execution of the rate contract and also at the time of placement of rate contract, the buyer reserves the right to either decrease or increase the quantity.

Annexure – A

Scope of Service

1) **Placement of truck** - 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.

If the transporter is unable to place the requisite truck as per AYCL requirement, they should arrange for alternative transport / trucks for delivery of the goods. AYCL would remain liable to pay for the required truck only as intimated to the transporter irrespective of the alternative arrangements made by the latter.

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 will be treated as breach of contract and transporter would be liable to give suitable explanation to AYCL. AYCL reserves the right to dispatch the goods by any other transporter / agency as deemed fit and the additional cost of the same (incidental/consequential) shall be debited to the transporter's account. In such case AYCL has full authority to impose penalty on the transporter as deemed fit.

2) **Transshipment** - Transshipment is generally not allowed, unless specifically required with prior approval.

3) **Multiple Collection Point** - Transporter may at times be required to collect materials from more than one point in Kolkata (West Bengal).

4) **Multiple Destinations** - Consignment may have to be delivered in more than one consignee. In such case, lowest fare between these consignees will be considered. The balance distance is to be calculated on per Km basis. Additional charge for per point delivery (for more than one consignee by the same truck) on per Km basis may be quoted. The additional distance will be applicable as per Motor Guide of India published by Automobile Association of India.

5) **Precautionary measure to prevent damage** - Transporter should take adequate precaution 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 by transporters at the destination, if reqd., should preferably be certified by end user /

receiver. Transporters should take adequate precaution so that consignment is not damaged during transit. However, Transit Insurance will be arranged by AYCL.

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. The transporter will undertake to deliver the consignment in good condition and any loss or damage caused will be considered to have been caused by the negligence of transporter unless it can be established to have been caused by natural calamity. The transporter in turn, to protect the right of recovery of claims of the company from the underwriter, will be required to 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 / documents, 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.

6) **Delivery Time** - Materials are to be delivered within reasonable time as given below and for delay in delivery; penalty will be deducted from the bills.

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

7) **Acknowledgement of receipt of goods by Customer** - You have to obtain the Receipted Challan from the customer/consignees for the safe receipt of the complete quantity and the same should be handed over to AYCL Switchgear Unit with in seven days of delivery. One photocopy copy of the same should be enclosed along with your bill. You have to also ensure that original Cenvat copy of Gate Pass is handed over to the consignee.

8) **Submission of Bill** - Your Freight Bill along with (a) Receipted Challan of the consignee / Consignment Copy duly stamped by the Customer (b) Registration Certificate of the truck has to be submitted within 7 days from the date of unloading for destinations within 500 kms and within 15/20 days for longer distances.

9) **Receipted Challan** - Transporter shall submit clear-receipted Challan by the Consignee 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.

10) **Octroi Payment** - Whenever required Octroi payment has to be paid by you. AYCL shall reimburse Octroi and Service charges against supporting documents of Octroi payment in original. Reimbursement of such Octroi payment would be made immediately after submission of the original document (separately from the related freight bill).

11) **Insurance** - We will insure the material/goods after loading of the goods on your truck up to the destination point. In case insurance authority insists on producing any documentary evidence, the same should be furnished to us.

12) **Destination not covered in Offer** – In the event of actual destination not being covered in this offer, freight to be considered on the basis of per Km from the nearest known destination within a radius of 200 Km covered under Rate Contract on case to case basis. The additional distance **for one way only** shall be applicable as per Motor Guide of India published by Automobile Association of India. The per Km rate quoted for additional point delivery would be applicable for this extra distance. No to & fro charge for this extra distance is allowed.

NOTE - No consignment other than that of AYCL to be loaded in the same truck. If loaded, AYCL shall have the right to call for explanation from the transporter. Damage of AYCL material, if any, caused due to loading of other consignment would be borne by the transporter.

Annexure – B

General Terms & Conditions

1) Submission of offer

The offer should be submitted in two part bids (Commercial & Price in two separate envelopes) as follows:

Commercial bid along with DD for EMD and necessary copies of certificates/details in a separate sealed cover superscribing "TENDER NO. ED/KTAKA/FL/RC/2013 dated 03/05/13 (Commercial Bid)".

Price bid in a separate sealed cover superscribing "TENDER NO. ED/KTAKA/FL/RC/2013 dated 03/05/13 (Price Bid)".

Both the sealed covers containing Commercial Bid and Price Bid should be put in one envelope superscribing "TENDER NO. ED/KTAKA/FL/RC/2013 dated 03/05/13 (Commercial & Price Bid)".

2) **Validity of Contract** - Contract shall remain valid till December 2013. If any transporter does not fulfill the execution of the contract the Security Deposit of the said transporter shall be forfeited.

3) **Diesel Escalation Price** - The rates agreed between Andrew Yule & Co. Ltd and the transporter will remain firm valid during the currency of the contract. The rates will increase / decrease by 30% of the percentage increase / decrease in the rates of diesel (prevailing at the time of organizing the vehicle) against the diesel rate **as on 01.05.2013 at Kolkata of Rs. 52.86 per litre**. Other than the diesel price increase / decrease, no other change in the price will be considered.

4) **Payment Terms** - Freight payment will normally be made on 90 days credit basis from the date of receipt of transporter's bill along with all supporting documents and no overdue charges will be paid. Bidders who have not accepted the payment terms given above will not be qualified and their price bid will not be opened. However acceptance of any deviation in the above payment terms will be at the sole discretion of Andrew Yule & if the deviation is accepted, price of bidders who quote other payment terms will be loaded as per Andrew Yule's norms

5) **Detention Charge** - For calculating detention charge the date of material reaching the destination and date of unloading will not be considered.

6) **Earnest Money Deposit** - Transporter have to deposit Rs.50,000 by D.D. / Pay Order issued in favour of Andrew Yule & Co. Ltd., payable at Kolkata towards **Earnest Money**. EMD shall be refunded to unsuccessful bidders, after finalization of the rate contract without payment of any interest. For successful bidders, EMD will be converted and kept as security deposit. No interest is applicable for Security Deposit.

For bidders already enlisted with AYCL, Electrical Division, having outstanding amount more than the EMD amount or who have already submitted the EMD against our earlier tenders or who have security deposit available with us, may apply for adjustment of the same as EMD/security deposit. The total EMD should be as mentioned in the tender.

7) **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 favour of Andrew Yule & Co. Ltd.

8) **Termination Of Contract** - 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.

9) **Validity of Offer** – Your offer should be valid for 90 days from the date of opening of tender.

10) **Service Tax** - Rates will be exclusive of service Tax. AYCL will deposit Service Tax separately as per rule.

11) **Tender Evaluation** - Evaluation will be done on Freight Charges for different sizes of truck. Other charges except statistical, as asked in the note (e.g. Detention Charges etc.) will not be considered for evaluation purpose but shall be negotiated separately.

12) **Force Majeure** - In case of breakdown/accident when the goods are in transit, the contractor should inform all the details immediately for taking alternate steps as well as for Insurance claims. In the event of any unforeseen incidence during the transit the same should be intimated to us within 24 hrs. We will arrange Insurance survey and only after completing such formalities the material should be further moved. During this period you have to arrange

for the safe custody of the material. In case of any short supply you are responsible for the same and the cost will be recovered from you.

13) **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.

14) **Distribution of Tender quantity among all the qualified bidders -**

Negotiated L1 price will be offered to other bidders whose price bid is opened. The tender quantity will be split among all qualified bidders with preference to the original L1 bidder.

If only one bidder (among L2,L3,L4,L5,L6 etc) agrees to match the negotiated L1 bidders landed price then tender quantity will be split as follows - L1 bidder will get 70% of ordered quantity; other bidder who agreed to match the negotiated L1 landed price will get 30% of ordered quantity.

If two or more bidders (among L2,L3,L4,L5,L6, etc) agree to match the negotiated L1 bidder's landed price then ordered quantity will be split as follows - L1 bidder will get 60% of order quantity; next higher bidder than L1 bidder who agrees to match the negotiated L1 landed price (Bidder 'A') will get 25% of order quantity; next higher bidder than Bidder 'A' who agrees to match the negotiated L1 landed price will get 15% of order quantity.

Note -

Andrew Yule & Co. Ltd. reserves the right to ask for any further details for arriving at a decision. Andrew Yule & Co. Ltd. reserves the right to reject any or all the Bids received, to waive any informality, minor deviation or omission without assigning any reason whatsoever.

COMMERCIAL BID SHOULD CONTAIN

1. **EMD:** Rs. 50,000 (Rupees fifty thousand only) by way of Pay Order / Demand Draft drawn in favour of M/s ANDREW YULE & CO. LTD Payable at KOLKATA. Bidders who are MSMED units may apply for exemption from furnishing EMD/BG in lieu of EMD by making a specific request in writing and enclosing the necessary document in support of the same

2. **Tender Fee:** Bidders who have downloaded this tender document from our website should enclose a DD for Rs. 500 /= in favour of ANDREW YULE & CO.LTD, payable at Kolkata towards cost of tender document. Bidders who have procured the tender document in cash should submit a photocopy of the cash receipt.

3. **Company profile** as follows -

List of existing customers	
Annual turnover during 2012-2013	
Income Tax No.	
Trade License No.	
Sales Tax Registration No.	
Bank Approved	Yes / No (Please tick)
IBA no. (if yes)	

- (1) Please **submit** 1 and 2 above. Offers received without any of these will be rejected.
- (2) Please **specify details** as in serial no. 3.
- (3) **Confirm acceptance** of the Scope of service (Annexure-A) and General terms and conditions (Annexure-B). Please submit a copy of Annexure A and B of the tender document duly stamped and signed on every page as a token of acceptance of all the clauses as per tender.

PRICE BID SHOULD CONTAIN OFFER AS PER FORMAT BELOW

Destination	Rate per truck on FTL basis in Rs.	
	18 ft, 9 MT, 6 wh	22 ft, 16 MT, 10 wh
Bangalore		
Mangalore		
Shikaripura		
Udupi		
Shimoga		
Sagar		
Devangere		
Kolar		
Chinthamani		
Chikkaballapura		
Mysore		
Hubli		
OTHER CHARGES		
Detention Charge per day in Rs.		
Extra Height Charge		At actual as per fine slip
Loading Charge		Not Applicable, in AYCL scope
Unloading charge at destination		Not Applicable, in AYCL scope
Rate in Rs/Km for additional point delivery		
Payment Terms		
Statistical Charge		
Charges for collection of Receipted Challan / MRC		
Other Charges, if any		