

**ANDREW YULE AND COMPANY LIMITED**

(A Government Of India Enterprise)

Electrical Division, Switchgear Unit

14, Mayurbhanj Road, Kolkata 700023

**Tel:** 2449-1601/1770, **Fax:** 2449-1188

Web site: [www.andrewyule.com](http://www.andrewyule.com)

Tender No. AYCL/ED/FTL/RC/14-15/DT dated 14/07/14

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

Last date of Sale of tender documents – 28/07/2014 upto 12 noon.

Last Date of submission of Tender - 28/07/2014 up to 2.00 p.m.

Commercial Bid will be opened on 28/07/2014 at 4.00 p.m.

EMD Rs 50,000 (Rupees Fifty Thousand Only)

Cost of Tender documents: Rs.500 (Rupees Five Hundred only)

Sealed Tenders are invited from reputed Bank Approved transporters for transportation of Distribution Transformers from Kolkata to different destinations in Karnataka by full load truck on door delivery basis.

Transportation to be made through 22 ft, 16 MT, 10 wheeler truck. All trucks should be of wooden base and ½ dala. Offer to be submitted accordingly.

Validity of Contract – September 2014 to August 2015

Estimated no. of trucks - 36 nos. per month

Estimated value of work - Rs. 200 Lacs during Contract Period

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.

## Eligibility Criteria for Transporters

- (A) Participating transporters **should be approved by Indian Bank Association**. Transporters are required to specify the IBA no. in their offer.
  
- (B) Transporters **should own at least 10 trucks of their own**. A declaration to this effect is to be made by the transporter.
  
- (C) Transporters should have a **minimum annual turnover of Rs. 10 crores in each of the last three years** i.e. 2011-12, 2012-13, 2013-14. Firms will have to submit audited financial statement or annual report for 2011-12 and 2012-13 in support of annual turnover.
  
- (D) Transporter should provide evidence that they have successfully executed **at least one single contract for more than 2 crore** (or 3 contracts whose cumulative value is 2 crore) during the time span of 2013-14.
  
- (E) Transporter should comply with the **Carriage by Road Act, 2007**. All vehicles deployed by the transporters should be registered with State Transport Authority or a Regional Transport Authority constituted under section 68 of Motor Vehicles Act 1988.

## 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 and e-mail.

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.

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

3) **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.

4) **For Destinations not covered in Annexure - C** - For destinations not specified in Annexure-C, the rate for the nearest known destination would be considered. Freight charge for the additional distance would be calculated considering the Rate in Rs/Km for additional point delivery finalized in 'Other Charges'. 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.

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.

**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 three envelope system i.e. two part bids (Commercial & Price in two separate envelopes, overall in a third envelope) as follows:

# Commercial bid along with DD for EMD, DD pertaining to Tender Fee (money receipt in case tender fee is submitted in cash) and Company Profile in a separate sealed cover super scribing "Tender No. AYCL/ED/FTL/RC/14-15/DT dated 14/07/14 (Commercial Bid)".

# Price bid in a separate sealed cover super scribing "Tender No. AYCL/ED/FTL/RC/14-15/DT dated 14/07/14 (Price Bid)".

# Both the sealed covers containing Commercial Bid and Price Bid should be put in one envelope super scribing "Tender No. AYCL/ED/FTL/RC/14-15/DT dated 14/07/14 (Commercial & Price Bid)".

2) **Tender Fee - Rs.500.** The tender document can be procured from the Unit by paying Rs. 500 in cash. In case the tender is downloaded from AYCL website, the tender fee is to be deposited by DD/Pay Order from any Nationalized Bank, issued in favour of Andrew Yule & Co. Ltd.

3) **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.

4) **Validity of Contract** - Contract shall remain valid till 31<sup>st</sup> August 2015. If any transporter does not fulfill the execution of the contract the Security Deposit of the said transporter shall be forfeited.

- 5) **Diesel Escalation Price** - The rates agreed between Andrew Yule & Co. Ltd and the transporter will remain firm 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 01.07.2014 at Kolkata of Rs. 62.64 per litre**. Other than the diesel price increase / decrease, no other change in the price will be considered.
- 6) **Detention Charge** – Fixed at Rs. 700 per day. For calculating detention charge the date of material reaching the destination and date of unloading will not be considered.
- 7) **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. Price of bidders who quote other payment terms will be loaded as per Andrew Yule's norms.
- 8) **Risk Purchase** - 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.
- 9) **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.
- 10) **Validity of Offer** – Your offer should be valid for 90 days from the date of opening of tender.
- 11) **Service Tax** - Rates will be exclusive of service Tax. AYCL will deposit Service Tax separately as per rule.
- 12) **Tender Evaluation** - Evaluation will be done on Freight Charge for each truck. Other charges like Unloading Charge, Rate for additional point delivery etc. will not be considered for evaluation purpose but shall be negotiated separately. It would be mandatory for all bidders to match the negotiated (a) L1 Unloading charge and (b) L1 Rate in Rs/Km for additional point delivery.
- 13) **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.

14) **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.

15) **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.

## **TECHNO 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.

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 -

1	List of existing customers
2	PAN No.
3	IBA no.
4	No. of trucks the transporter possesses
5	Annual turnover during 2011-2012
6	Annual turnover during 2012-2013
7	Annual turnover during 2013-2014
8	Evidence that the Transporter has successfully executed at least one single contract of 2 crore (or 3 contracts whose cumulative value is 2 crore) during the time span of 2013-14
9	Acceptance to comply with <b>Carriage by Road Act, 2007</b> and deploy vehicles duly registered with State Transport Authority or Regional Transport Authority constituted under section 68 of Motor Vehicles Act 1988.

(1) Please **submit** 1 and 2 above. Offers received without any of these will be rejected.

(2) Please **specify details** 1-8 as in serial no. 3 (Company Profile) above

(3) **Confirm acceptance** of the Sl. No. 9 above, 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

- 1) **Annexure – C** (List of Destinations) duly filled
- 2) **Annexure – D** (Other Charges) duly filled

## Annexure – C

	DESTINATION	Rate per truck (22 ft, 16 MT, 10 wheeler truck of wooden base and ½ dala)
1	<b>Bangalore</b>	
2	<b>Bailhongal</b>	
3	<b>Bagalkot</b>	
4	<b>Bijapur</b>	
5	<b>Belgaon</b>	
6	<b>Bellary</b>	
7	<b>Chikkodi</b>	
8	<b>Chinthamani</b>	
9	<b>Chikkaballapura</b>	
10	<b>Chamrajnagar</b>	
11	<b>Devangere</b>	
12	<b>Gulbarga</b>	
13	<b>Gadag</b>	
14	<b>Ghataprabha</b>	
15	<b>Hassan</b>	
16	<b>Haveri</b>	
17	<b>Hubli</b>	
18	<b>Hospet</b>	
19	<b>Hunsur</b>	
20	<b>Kolar</b>	
21	<b>Mangalore</b>	
22	<b>Mysore</b>	
23	<b>Mandya</b>	
24	<b>Shimoga</b>	
25	<b>Sagar</b>	
26	<b>Shikaripura</b>	
27	<b>Tumkur</b>	
28	<b>Udupi</b>	
29	<b>Indi</b>	
30	<b>Ranebennur</b>	

## ANNEXURE – D

OTHER CHARGES	
Extra Height Charge	At actual as per fine slip
Loading Charge	Not Applicable, in AYCL scope
Rate in Rs/Km for additional point delivery	
Unloading charge at destination	
Payment Terms	_____ <b>days credit</b> from the date of submission of bills
Statistical Charge	Nil