



No.RE/MUM/IMP/8T/5180  
Date: 31/01/2012

To

M/S. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

**Sub: Tender Enquiry for Courier Cargo Contract**

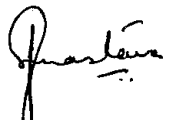
**Ref: Tender No.RE/MUM/IMP/8T/5180 dt.31/01/12 due on 15/02/12**

BHEL, a Govt.of India undertaking, a "Nava Ratna" Company catering to the core sectors of the Indian economy viz Power, Industry, infrastructure etc. invites you to participate in the above tender.

A copy of above Tender document is enclosed with this letter. Please furnish your offer before the due date by 1600 hrs on 15/02/12.

Thanking you,

Yours sincerely,

 31/01/2012  
JULIE SRIVASTAVA

DY GENERAL MANAGER ( MS)

# **TENDER FOR COURIER CARGO CONTRACT**

**TENDER NO.:RE/MUM/IMP/8T/5180**



**BHARAT HEAVY ELECTRICALS LIMITED  
REGIONAL OPERATIONS DIVISION  
MUMBAI**

**LAST DATE OF SUBMISSION**

**: 15<sup>th</sup> February 2012  
: 16:00 Hrs**

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### GENERAL INFORMATION

BHEL intends to appoint reputed surface courier transporters having fleet of network and experience in cargo carrying work with a wide network of booking and delivery branches all over India. Detailed specifications and scope are covered in Section -I

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	<b>BHEL ROD Mumbai</b> 1.Mr S.W. Varne Addl General Manager, MS  2. Julie Srivastava Dy General Manager, MS  Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 <sup>th</sup> Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India	Ph No. 22180331 Fax No. 22180748 Email : <a href="mailto:varne@bhelrmb.co.in">varne@bhelrmb.co.in</a>  Ph No .221880340/341 Fax No. 22180748 Email. <a href="mailto:julie@bhelrmb.co.in">julie@bhelrmb.co.in</a>

**SECTION – I**  
**SCOPE OF WORK**

Door pickup of consignments comprising of electronic / electrical / mechanical components, equipments and Raw materials, chemicals, documents etc., from places

- (1) Mumbai airport / godown to BHEL-Haridwar/Hyderabad/Bhopal/Bangalore,
- (2) Mumbai airport / godown to anywhere in India, including various project sites by making suitable arrangement.

In case of non availability of branch, contractor must make arrangement immediately for pickup / delivery from their nearest branch.

The prices offered should include:

1. All the charges involved for loading/pick up of each consignment at pickup point.
2. All the charges involved for unloading/delivery of each consignment at destination.

**It is intended to award the contract to one contractor**

**The contract will be valid for a period of one year for the provision of extension of one year at the discretion of BHEL at the same rates, terms and conditions.**

**Detailed Instructions, terms & conditions are covered in Section II, III & IV of this Tender document. Bidders are requested to carefully read these sections.**

## SECTION II

### INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the **format for techno-commercial bid (SECTION V)** and **Price bid (SECTION VI)**.
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. The offers shall be made in separate envelopes for

#### **1) Techno-commercial Bid (please read the following sections carefully)**

Bidders are required to fill up the details as per tender conditions in the Format for techno-commercial bid( Section V) and provide a certificate of compliance in the prescribed format in this envelope.

In addition the **entire tender document with blank price bid** duly signed and stamped on each page may also be enclosed in this envelope.

Fax offers will be rejected.

This envelope should be clearly superscribed as '**Techno-commercial Bid**' with the seal and mark of the Bidder.

#### **2) Price Bid:**

Prices as per the format in this tender document (Section VI) should be carefully filled up and enclosed in this envelope. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail. No conditions should be put in the price bid.

This envelope should be clearly superscribed as '**PRICE BID**' with the seal and mark of the bidder.

Both Envelopes are to be enclosed in a separate cover and submitted. The cover shall be labeled with the Contractors name, address and contact person. This cover may

be superscribed 'TENDER FOR COURIER CARGO CONTRACT' and addressed to the 'ADDL. GENERAL MANAGER (M.S.), BHEL, ROD, MUMBAI'

Tenders complete in all respects addressed to the ADDL. GENERAL MANAGER(M.S.), BHEL, ROD, MUMBAI to be submitted in the tender box at 15th floor, BHEL, World Trade Centre, Cuffe Parade, Mumbai-400005. by 1600Hrs on the 15/02/12. Tenders received after the scheduled time is liable to be rejected.

The offers (Techno-commercial Bids) will be opened in the presence of bidders or their representatives on 15/02/12 at 1630 Hrs. on 15th floor in our office as above. Price bids of bidders whose techno-commercial bids are found to be acceptable will be opened subsequently with due information to the qualified bidders.

BHEL may adopt Reverse Auctioning with the technically qualified bidder on the prescribed schedule to finalize the tender. The procedure and date with notice for Reverse Auction shall be intimated to the technically qualified bidders.

BHEL reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

**Evaluation Criteria:**

- 1. The offers will be evaluated on the total cash flow obtained by multiplying the weight derived from weightage on total indicative load given at S No 1.8 (Section III) with the respective rate quoted in the price bid Section VII (Evaluation schedule A).**

### SECTION III

#### SPECIAL CONDITIONS

- 1.0 **Acceptance for carrying out all the scope of work as indicated in the schedule of rates format without any deviation is essential criteria for evaluation of offers.**
- 1.1 Successful bidder will be awarded a Work Order as per agreed terms and conditions within 15 days of issuance of LOI and payment of security deposit (refundable) before commencement of the work. Security deposit is as per Clause 13.0 of Section IV.
- 1.2 **Speed is the essence of this contract.** Consignments are to be delivered within the stipulated period and acknowledgement to be obtained on Consignee copy or Driver's copy of the docket with signature, seal and date of delivery.
- 1.3 Terms and their meaning: a) Contractor / Bidder / Transporter mean the firm who quotes for this tender; b) ROD / BHEL-ROD mean Regional Operations Division, Bharat Heavy Electricals Limited, Mumbai.
- 1.4 The consignments shall be booked on **'To be billed at BHEL ROD Mumbai'** basis from anywhere to anywhere in India and Billing for the Dockets shall be at ROD. When any consignment from ROD to BHEL sites anywhere in India is booked on 'To Pay' basis, payment for such bills will be made by the consignor.
- 1.5 Rates quoted shall be as per Schedule of weight slabs with details of scope of work enclosed. **Offers with zone wise rates etc., will be liable for rejection.** All the rates shall be filled in both figure and in words. In case of difference noted in figures and words, the rate in words will be considered as correct. Service tax as applicable shall be paid extra against Service tax registration No., and certification in the bill. **However, no Freight on Value (FOV) shall be admissible.**
- 1.6 The entries in page 22 of 24 shall be typed or legibly written with ink in English for all the categories and any correction / overwriting, shall be duly signed. Contractor is advised to note the nature of door pick-up, door delivery, locations of pickup and delivery and terms and conditions while quoting.
- 1.7 The rates quoted, however, will not be applicable for the consignments booked by BHEL supplier / customer on freight paid basis if the Purchase Order term of delivery is ex-BHEL-ROD.



1.8 The weightage of the parameter to arrive at L1 bidder will be as under:

Schedule	Description	Weight slab in kgs.	Weightage
A1	From ROD, Mumbai to anywhere in India	1-500	1%
A2	From Mumbai Airport/godown to Haridwar	1-500	12%
A3	From Mumbai Airport/godown to Haridwar	501-1000	5%
A4	From Mumbai Airport/godown to Haridwar	>1001	12%
A5	From Mumbai Airport/godown to Hyderabad/Bhopal	1-500	6%
A6	From Mumbai Airport/godown to Bangalore	1-500	9%
A7	From Mumbai Airport/godown to Bangalore	501-1000	7%
A8	From Mumbai Airport/godown to Bangalore	>1001	2%
A9	From Mumbai Airport/godown to anywhere in India	1-500	17%
A10	From Mumbai Airport/godown to anywhere in India	501-1000	12%
A11	From Mumbai Airport/godown to anywhere in India	>1001	17%

Note: The total **indicative load** is 420480 Kgs (approximately)

- 1.9 Docket issued by the contractor should be in a preprinted original form only. Photo copy, True copy etc., will not be accepted.
- 1.10 Docket issued at the time of booking the consignment should be written legibly with all the details. BHEL ROD Docket No, Purchase Order No., should be written on the docket wherever applicable. Corrections / Alterations, if any, shall be done by totally cutting the earlier entry, without overwriting, and signed by the authorized representative of contractor. Docket with above completeness / correctness will only be considered for payment.
- 1.11 Weight, Dimension and Description of consignment mentioned in accompanying documents like packing list / Delivery Challan / Road Dispatch Advice (RDA) from BHEL Regional Operations Division (ROD) shall be the basis for calculation of the parameters of the consignment.
- 1.12 Consignor copy of the docket should be given to the consignor after duly filled and signed by authorized representative of the contractor. Acknowledgement with Signature of the consignor should be obtained on the docket certifying No., of packages, size / weight and condition of the packages.

- 1.13 If the condition of the package is not sound at the time of booking, it should be recorded by the contractor representative on the docket indicating the nature of damage like wet, open box etc. If there is no mention regarding the condition of the package in the docket, it will be deemed that the "package was handed over in sound condition by the consignor".
- 1.14 While accepting the consignment for transportation, contractor's representative must ensure that all necessary documents for applicable authorities are collected so that the consignment is not seized en-route.
- 1.15 Consignments must be picked up within 24 hours from the time of intimation to the contractor indicating details of the consignment and place of booking and delivery. On failure to book the consignment by the contractor, alternate arrangements will be made and any difference in cost will be recovered from contractor's pending bills.
- 1.16 Maximum declared value of the consignments booked (at a single booking) under this contract will be Rs.100 lakhs.
- 1.17 All the outgoing materials shall be delivered at the respective destination / consignee.
- 1.18 BHEL-ROD may enter into parallel contract simultaneously with any other contractor at any time during the contract period which may be deemed fit.
- 2.0 Scheduled / Unscheduled locations:** Any destination which is located beyond **25 KM** radial distance of the scheduled destinations (destinations indicated by the bidder along with offer) covered by the contractor will be treated as unscheduled locations for which extra charges are payable on KM basis. All destinations for unscheduled locations shall be in accordance with the shortest route in Motoring Guide of India / Survey of India maps.
- 3.0 Transit Time:** The transmit time shall be calculated at the rate of 300 KM per day exclusive of booking and delivery date. If the due date of delivery falls on Saturday, Sunday or any other general holiday, the same shall be delivered on the next working day. Grace time of 4 days shall be allowed in case of destination at unscheduled locations.
- 4.0 a) Penalty for Delayed Delivery:** If the consignments are not delivered within the transit time, a penalty on freight charges will be levied as under.

Sl. No.	Delay in number of days	Penalty
1	1 day	5%
2	2 days	10%
3	3 days	15%
4	4 - 7days	20%
5	> 8 days	30%

- b) Penalty shall not be levied for consignments booked on Cheque on delivery / DACC basis. However contractor has to inform consignee in writing with all details

about the arrival of such consignments for initiating necessary action for taking delivery of consignments.

c) Penalty will not be applicable on minimum charges.

However, in force-majeure cases, an official of BHEL-ROD at the level of DGM and above of the department concerned shall have the authority to waive off the penalty.

5.0 **Detention Charge:** No detention charge will be paid if the vehicle is detained at BHEL-ROD / BHEL project site / Check post / anywhere else due to any reason.

6.0 **Billing and Payment:**

- 6.1 Bills must be complete with details of calculation for amount claimed. Bill shall be submitted separately for each docket enclosing acknowledgement / proof of delivery (POD) on the docket. POD in electronic (non editable) mode with linkage to docket for proof of delivery (POD) on the docket is also acceptable for the purpose of payment.
- 6.2 In case original POD is lost, bill may be submitted with photocopy of POD with an indemnity bond. If any duplication in payment for a docket is found at a later date, penalty of amount equal to value of the bill will be levied.
- 6.3 POD acknowledgement without date of delivery will be treated as delivery beyond two days and penalty as applicable will be levied.
- 6.4 **Tax:** State regulated taxes or any other levies applicable will have to be paid by the contractor on behalf of BHEL and get the same reimbursed by billing on BHEL.
- 6.5 All Bills pertain to consignments booked from BHEL-ROD/ Mumbai airport / godown to anywhere in India shall be submitted to Imports Department at BHEL-ROD. Bill to be submitted once in a month during the first week of the month for the shipments delivered in the previous month along with requisite documents.
- 6.6 If more than one consignment is booked by a consignor on the same day/same time to same destination at a time, total weight / volume will be considered for payment by clubbing all the consignments & single handling charges only will be paid.
- 6.7 Payment will be generally made within 30 days from the date of the submission of the bills clear in all respect. If there is any delay in payment due to various reasons, no interest will be paid. All payments shall be made in the name of company through Electronic Fund Transfer (EFT) only.
- 6.8 **Damage/Shortage / Loss in transit:** The PODs without any remarks at the time of delivery like open / damage condition only will be considered for payment. Bills for consignments delivered with open / damaged, short delivery condition will be paid only after settlement of claims by our underwriters or six months from the date of delivery whichever is early.

If any or part of the consignment is lost in transit due to any reason, contractor has to report immediately to ROD and provide all necessary documents within the time limit for claiming insurance by ROD. Failing which contractor will have to make good the loss to the company. In case underwriters refuse to settle the claims either partly or fully monetary loss will be debited to Contractor's account.

- 6.9 **Volumetric Weight:** Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the delivery challan / invoice / packing list / RDA by the consignor. Volumetric weight shall be calculated at the rate of **8 kg., per cft.**

**7.0 Documentation:**

- A) Contractor must take adequate care to collect all the required dispatch documents such as Invoices, Sales Tax forms, Excise Invoice, Packing list, Delivery challan, Road permit etc. as applicable, from the consignor at time of booking the Consignments,
- B) While accepting the consignments for transportation, the contractor should doubly ensure that necessary documents for check post are collected, so that the consignments are not detained en route for want of documents.
- C) Any detention of consignment on this account will be the contractor's responsibility.
- D) If the consignment is detained en route by the check post authorities and penalty such as advance tax, compound tax etc., is imposed, such penalty will have to be borne by the contractor. It is also the responsibility of the contractor to get the consignment released from the check post and deliver it in time.
- E) The formalities of Excise duty gate pass for the material moved shall be adhered to strictly. The Duplicate Transporter's copy of Excise Invoice should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the contractor.
- F) The Road permit collected from the consignor should be handed over to the Consignee without fail.

- 7.1 Wherever road permits (Form 31 or equivalents) are issued, they should be handed over to the consignee at the time of delivery of the consignment without fail and get an acknowledgement on the back of DOCKET. Otherwise any loss on account of this will be recovered from the carrier, which amounts to Rs.25,000/- as on date.

- 8.0 **Termination of the Contract:** ROD shall have the option to terminate the contract without any prior notice on account of liquidation of the contractor or on the contractor committing an act of insolvency or the character of the contractor is affected. Notwithstanding anything contained above, ROD reserves the right to terminate this contract with one month's notice by Registered Post Acknowledgement Due or delivered in person if the contractor violates any of the terms and conditions of the contract.

- 9.0 **Extension of the Contract:** ROD reserves the right to extend the contract up to one year with existing rates at the time of expiry of contract with same terms and conditions.

- 10.0 Post-contract Audit:** ROD reserves the right to carry out the post payment audit of the work and final bill including all supporting vouchers, abstracts and connected documents etc., and enforce recovery of any sum becoming due as result thereof. However, no such recovery shall be enforced after three years of passing of the final bills.
- 11.0 Liabilities of the Contractor:** General condition printed on reverse of the docket of the contractor shall not be applicable to this contract. The liability of the contractor for any loss / damage or non-delivery of the consignment shall be limited to the value of the consignment / value of the loss as decided by ROD. Any claim on the contractor in respect of loss / damage / non-delivery of the consignment shall be delivered to the contractor by consignee / consignor in writing within 6 months from the date of delivery of the consignment.
- 12.0 Laws governing this Contract:** This contract shall be governed by the Indian laws for the time being in force.
- 13.0 Arbitration:** Any dispute arising out of this contract shall be referred to the General Manager, Bharat Heavy Electricals Limited, Regional Operations Division, Mumbai 400 005 or his authorized representative for sole arbitration and his decision shall be final and binding on both the parties. The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be the final, conclusive and binding on both the parties of the contract.
- 14.0 Jurisdiction:** The jurisdiction in respect of any dispute arising out of this contract shall be that of the court situated in Mumbai city only.

**( Letter of compliance in Company's Letter Head )**

Date :

To,

Addl General Manager (MS)  
M/s Bharat Heavy Electricals Limited,  
15<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub : Your Tender no RE/MUM/IMP/8T/5180 due on 15/02/2012.**

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

**In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.**

Thanking you,

Yours faithfully,

**SIGNATURE AND SEAL OF TENDERER**

## **SECTION IV**

### **GENERAL TERMS AND CONDITIONS**

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.4 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.5 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.7 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

1.8 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.

1.9 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

## **2.0 ISSUE OF NOTICE:**

2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.

## **3.0 COMMENCEMENT OF WORK:**

3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

## **4.0 INVOICES AND PAYMENTS**

4.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

4.2 The Service tax element ( if applicable ) eventhough included in the total price of the contractor, to be shown separately in the invoice.

## **5.0 RISK PURCHASE :**

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

5.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL ,whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.



- 5.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract .

#### **6.0 OBSERVANCE OF LOCAL LAWS :**

- 6.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law .
- 6.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- 6.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

#### **7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- 7.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

#### **8.0 INSURANCE:**

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 8.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 8.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is

unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

#### **9.0 FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 9.1 Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Flood, Fire Cyclone, Earthquake and other similar causes over which the Contractor has no control.
- 9.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time.
- 9.3 Force Majeure conditions will apply on both sides.

#### **10.0 ARBITRATION**

- 10.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors except as to any matter, the decision for which is specially provided for, the same shall be referred to arbitration in accordance with Indian ARBITRATION AND CONCILIATION ACT, 1996.
- 10.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 10.3 The place of Arbitration will be Mumbai.

#### **11.0 LAWS GOVERNING THE CONTRACT:**

- 11.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

#### **12.0 INDEMNITY:**

- 12.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

### **13.0 SECURITY DEPOSIT:**

- 13.1 Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract
- 13.2 Up to Rs.10 lakhs – the security deposit is 10% of the contract value.
- 13.3 For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.
- 13.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.
- 13.5 Security deposit may be made in any of the following forms
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Pay Order, Demand Draft in favour of BHEL.
  - iii) Local cheques of scheduled banks, subject to realization.
  - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- 13.6 Securities / BG's shall be released after three (3) months of successful execution and completion of the contract.

### **14.0 REQUIREMENTS OF PERFORMANCE**

- 14.1 All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.
- 14.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

- 14.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The contractor shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and leashing at his own cost.
- 14.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

#### **15.0 SHORT- LANDED OR DAMAGED GOODS**

- 15.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- 15.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

**SECTION V**  
**FORMAT FOR TECHNO- COMMERCIAL BID**

**A. CONTACTS DETAILS:**

The tenderer shall enclose printed list of branches with addresses and Telephone Nos., Cell No. and e-Mail ID.

**SIGNATURE AND SEAL OF TENDERER**

## **SECTION VI**

### **SPECIAL INSTRUCTION**

1. The tenderer should have serviceable branches all over India including their agents/franchisees.
2. The tenderer shall enclose printed list of branches with addresses, Telephone Nos., Cell No. and e-Mail ID along with offer. Website address for retrieval of the details will not be acceptable.
3. The tenderer should have a branch within 25 KM from our major units i.e. Haridwar, Bhopal, Hyderabad & Bangalore.
4. During the tenancy of the contract, If contractor shall refuse to pickups for BHEL units and various sites then BHEL, Mumbai shall have the option to terminate the contract without notice at risk purchase clause IV(5) and the Security Deposit of the contractor will also be forfeited.

**SIGNATURE AND SEAL OF TENDERER**

**SECTION VII  
FORMAT FOR PRICE BID**

**Schedule A (For Evaluation)**

Schedule	Description	Weight slab in kgs.	Unit	Unit rate in fig	Unit rate n words
A1	From ROD, Mumbai to anywhere in India	1-500	Rupees/ kilogram		
A2	From Mumbai airport / godown to Haridwar	>0-500	Rupees/ kilogram		
A3	From Mumbai airport / godown to Haridwar	501-1000	Rupees/ kilogram		
A4	From Mumbai airport / godown to Haridwar	> 1000	Rupees/ kilogram		
A5	From Mumbai Airport/godown to Hyderabad/Bhopal	>0-500	Rupees/ kilogram		
A6	From Mumbai Airport/godown to Bangalore	>0-500	Rupees/ kilogram		
A7	From Mumbai Airport/godown to Bangalore	501-1000	Rupees/ kilogram		
A8	From Mumbai Airport/godown to Bangalore	> 1000	Rupees/ kilogram		
A9	Mumbai airport / godown to anywhere in India	>0-500	Rupees/ kilogram		
A10	Mumbai airport / godown to anywhere in India	501-1000	Rupees/ kilogram		
A11	Mumbai airport / godown to anywhere in India	> 1000	Rupees/ kilogram		

**SIGNATURE AND SEAL OF TENDERER**

**Schedule B (For Non evaluation)**

Schedule	Description	Weight slab in kg	Unit	Unit rate in fig(Rs)
B1	Minimum freight charges per Docket		Rupees/ docket	150
B2	Extra charge for beyond 25 KM from scheduled locations ( i.e. 25 KM away from nearest branch office)		Rupees/ KM	25

**Note: -**

1. Minimum freight charges per docket firm & paid as per above rate (B1)
2. Extra charge for beyond 25 KM from scheduled locations ( i.e. 25 KM away from nearest branch office) firm & paid as per above rate (B2)
3. If the total charges as per schedule A works out to be less than Rs 150 then minimum freight of Rs 150 will be paid. No other charges payable other than minimum charges.
4. Service tax shall be paid extra as prescribed by the Govt., of India from time to time. Present value is 10.3%.

SIGNATURE AND SEAL OF TENDERER



**Air port/Tentative Godown Addresses for loading**

**BHEL Air Port Office:**

1st Floor, Module-IIInd , Cargo Terminal Bldg. at AirCargo Complex

Sahar Andheri East, Mumbai-400099

Tel: 26828191,26828192 Fax:26828190

**1. ANDHERI W/h:**

Plot No. 2 Road, Saki Naka  
Behind Ex com House  
Saki Vihar Road, Saki Naka  
Andheri ( E ) – 400 0072

**2. Dahisar Gaon w/h:**

OPP. Irani Masjid  
Near Indian Oil Corporation  
Dahisar Gaon  
Mumbai Panvel Road

**3. Kalam Boli Godown:**

Plot No 485, 4<sup>th</sup> Road ,  
Steel Market , Kalam boli

**4. Mahim Godown**

Plot No 427, SB Marg  
Unnati Co operative society  
MUMBAI -4000016.

5. RK Logistics - survey no  
212/1/45 NH 4B, Behind  
Jasai - Rly. Yard, Chirle Village  
Tal-Uran, Dist Raigad 401206

**SIGNATURE AND SEAL OF TENDERER**