



**OFFICE OF THE Sr.DGM (CDC)**

**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**

**NOTICE FOR INVITING TENDER**

**TENDER NO: CDC/T/12-13/014**

**DATE: 21.05.12**

**SUB: TENDER DOCUMENT (TWO PART BID) FOR FAST MOVING CARGO CONTRACT**

1. Sealed bids are invited for award of rate contract for the fast moving cargo for a period of Two Years with a provision of further extension of one year / part thereof or more than one year on the same terms and conditions with mutual consent.
2. This documents shall be referred as **CDC/T/12-13/014 Dt 21.05.12** and it consists of the following documents

| <b><u>Sr</u></b> | <b><u>Document</u></b>                      | <b><u>Pages</u></b> |
|------------------|---|---------------------|
| 1                | Covering letter                             | 3                   |
| 2                | General Terms and Conditions                | 18                  |
| 3                | 6 Annexures to General Terms and Conditions | 6                   |
| 4                | Price Bid                                   | 1                   |
| 5                | List of Tentative Destination / Pick up     | 1                   |

3. **SCOPE OF WORK:**

All India Transport Contracts for speedy movement of small & urgent consignments weighing upto 2500 Kgs. on door collection / delivery basis from anywhere to anywhere across following 5 zones in India including Mumbai/Chennai air/sea ports

- **North Zone** (Jammu, Punjab, Himachal Pradesh, Haryana, Delhi (NCR), Uttarakand, Uttar Pradesh, Rajasthan, Chandigarh)
- **West Zone** (Madhya Pradesh, Gujarat, Maharashtra, Vidarbha, Goa, Dadra Nagar Haveli, Daman & Diu)
- **South Zone** (Kerala, Karnataka, Andhra Pradesh, Tamil Nadu)
- **East Zone** (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa, Sikkim)
- **North-East / Special Zone** (Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Nagaland, Meghalaya, Lakshadweep, Andaman & Nicobar island, Pondicherry, Kashmir)



4. For detailed scope of work tender document may pleased be referred.
5. The bid is to be submitted in two parts as under:
  - **Part-I -Technical Commercial Bid**
  - **Part II - Price Bid**
6. **Part-I –Technical-Commercial Bid** should contain all the documents including Earnest money and 5 Annexure required for Techno-Commercial acceptance as defined in Terms and Conditions.

**Earnest Money** of Rs. 40,000/- (Rs. Forty Thousand only) is to be deposited in the form of Account Payee Bank Draft drawn at SBI, BHEL branch, Jhansi (UP) (Branch Code 3807) in favor of “BHEL Jhansi).

7. **Part II - Price Bid** should contain **One Sealed Envelope**. Sealed envelope should contain PRICE BID of and should be super scribed with “Part II Price Bid”, Tender No. “CDC/T/12-13/014” and due date of opening only.
8. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to Sr.DGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/12-13/014 and “Due Date of opening -05-Oct-2012” and addressed to :

**Sr.DGM (CDC)  
Tender Room  
Administrative Building  
BHEL, Jhansi  
Jhansi – 284129 (UP)**

9. Above bid is to be sent under **Registered Post / Speed post**. The bid must be posted with due allowance for postal transit time so as to reach on or before 13.00 Hrs, Due Date - 05-Oct-2012 in tender box.
10. Bid can also be accepted (**Personally dropped in the Tender Box**) upto 13.15 Hrs, Due Date 05-Oct-2012. The sealed **common envelope** and **first sealed envelope** containing “Part I–Technical Bid” will be opened on the same day i.e 05-Oct-2012 at 14.00 Hrs in the presence of bidders parties who wish to be present on the occasion.
11. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
12. **“Part II- Price Bid”** of technically acceptable bidders will be opened at later date which shall be intimated to the bidders. Part II bids of bidders whose Part I are not technically accepted shall not be opened. Date for opening of “Part II- Price Bid” shall be intimated



to the bidders after scrutiny of Techno-Commercial Bids by Tender Committee.

13. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
14. In case it comes to notice of BHEL at a later stage that any of the bidder to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.
15. Any clarifications on the Tender document can be sought from the under signed on till 7 days before due date of opening between **9 AM to 4 PM**. No subsequent request for clarification shall be entertained. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.
16. Any request for change of opening date of tender shall not be entertained.

**Sr.DGM (CDC)**  
**BHEL Jhansi**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Government of India Undertaking)**  
**P.O. BHEL Jhansi PIN 284129**

**Central Dispatch Cell**

**TENDER DOCUMENT**  
**For**  
**All India Fast Moving Cargo Contract for**  
**consignments weighing up to 2500 kgs. on door**  
**collection / door delivery basis.**

**Tender Document No.**  
**CDC/T/12-13/014**  
**Date 21<sup>st</sup> May'12**

**“General Terms and Conditions”**



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### **For General Terms and Conditions**

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## **GENERAL TERMS & CONDITIONS**

### **G-1) SCOPE OF WORK**

The contracts will cover transportation of consignments weighing upto 2500 Kgs such as Transformers / Locomotive spares, raw materials, components, fittings items etc to / from BHEL Jhansi to / from various destinations across following 5 zones OR to / from one zone to another zone in India. In case of Inter-zone transportation, rates applicable would be of zone having higher rates

- **North Zone** (Jammu, Punjab, Himachal Pradesh, Haryana, Delhi (NCR), Uttarakand, Uttar Pradesh, Rajasthan, Chandigarh)
- **West Zone** (Madhya Pradesh, Gujarat, Maharashtra, Vidarbha, Goa, Dadra Nagar Haveli, Daman & Diu)
- **South Zone** (Kerala, Karnataka, Andhra Pradesh, Tamil Nadu)
- **East Zone** (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa, Sikkim)
- **North-East / Special Zone** (Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Nagaland, Meghalaya, Lakshadweep, Andaman & Nicobar island, Pondicherry, Kashmir)

Hazardous material like paints, oil shall not be covered under this contract

- 1.1. The approximate **Business volume** in two years period is expected to be 75 MT at an estimated cost of Rs.17 Lakhs (approx). The list of tentative destination is enclosed with the tender document. However business volume & actual destination may vary.

### **G-2) BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:**

- 2.1. The bidders shall closely pursue all the clauses of the tender documents under 'General Terms and Conditions' and all annexure enclosed /referred in Tender Documents before quoting. If the bidder has any doubt about the meaning of any portion of the tender conditions, or find discrepancies or omission in the provisions or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 2.2. The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- 2.3. No over writing, cutting allowed in the price bid. Rates should be filled in words also.
- 2.4. When photocopy of a document is submitted along with the tender it must be attested by Public Notary or Gazette Officer.
- 2.5. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 2.6. Before submitting the bid, the bidders are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available,



nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.

G-3) **LIST OF ANNEXURE ENCLOSED WITH TERMS AND CONDITIONS**

| Sr. | Annexure No. | Description/Title                         |
|-----|--------------|---|
| 1   | G-A          | Check List for Offer Evaluation           |
| 2   | G-B          | Company Profile                           |
| 3   | G-C          | Statement of Evaluation                   |
| 4   | G-E          | Self Certificate Affidavit cum Agreement  |
| 5   | G-I          | Notice of Damage / Shortage / Discrepancy |
| 6   | G-H          | Format for Electronic Fund Transfer (EFT) |

G-4) **ELIGIBILITY CRITERIA**

The bidder shall ensure to comply with the following qualifying CRITERIA TO BE ELIGIBLE FOR THE CONTRACT in addition to the conditions given in Special Terms & Conditions.

- 4.1. Bidders will ensure furnishing Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized for:
  - a. From concerned BHEL units (*if in business during last 5 years*) certifying that they are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL units.
  - b. Not have been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation during last 5 years.
  - c. Should one or more partners/directors/proprietors of the bidder firm have a relation or relations employed in the capacity of an Officer of BHEL, the authority inviting tender should be informed of the fact with the offer, concealing this, BHEL may cancel the contract & forfeit EMD/SD forthwith.
- 4.2. **TURN OVER:-** Average Turnover the last 3 years should be more than Rs.1 Crore (with respective freight revenue only)
- 4.3. **BRANCHES:** - The tenderers should have a minimum of 175 branches including their agents/franchisees. The tenderer shall enclose printed list of branches with addresses and Telephone Nos., Cell No. and e-Mail ID
- 4.4. **EXPERIENCE :-** Tenderers should have minimum 3 years experience in this line of Transport and documentary proof should be produced viz. Balance sheet certified by Chartered Accountant and Income Tax clearance certificate for the last 3 years
- 4.5. Jhansi Office of the bidder MUST be equipped with following facilities
  - a) One landline telephone with STD facility
  - b) One fax machine
  - c) One computer with e-mail facility
  - d) One mobile telephone
  - e) Basic material handling facilities like Fork lifter, chain pulley block upto 3 MT



**G-5) STATUTORY DOCUMENTS**

- 5.1. The Bidder should submit the following documents along with the offer & comply with the requirements
- a. Authorized Signatory shall be the person holding 'power of attorney' on behalf of the firm/company & authorized /empowered to act on behalf for the specific purpose.
  - b. Power of Attorney - An attested copy of the Power of Attorney attested by Gazetted Officer/Public Notary/Registrar of Companies.
  - c. In case of partnership firms - The names of all the partners & their addresses. A copy of partnership deed/instrument of partnership duly certified by a Gazetted Officer/Public Notary.
  - d. In case of Public/Private Limited Company - Date & place of registration including data of commencement certificate and certified copy of Memorandum and Articles of Association.
  - e. BHEL will not be bound by any other Power of Attorney granted or change in the composition of the firm made subsequent to the execution of the contract agreement. BHEL may, however, recognize such Power of Attorney or change in status after obtaining legal advice.

**G-6) SUBMISSION OF SEALED TENDERS:**

- 6.1. Sealed bids are invited for award of rate contract for the Fast Moving Cargo for a period of Two Years with a provision of further extension of one year / part thereof or more than one year on the same terms and conditions with mutual consent. The bid is to be submitted in two parts as under:
- a) Part-I -Technical Commercial Bid
  - b) Part II - Price Bid
- 6.2. **Part-I -Technical Commercial Bid** - Following annexure and documents signed and sealed on each and every page as token of acceptance are to be submitted for Techno-Commercial acceptance
- a) Check List for Scrutiny on Bid Opening dully filled by bidder
  - b) Receipt of Cost of Tender
  - c) Company Profile of Bidder
  - d) Printed Branch list (booklet)
  - e) Copy of Income Tax return for three previous financial years.
  - f) Earnest Money of Rs. 40,000/- (Rs. Forty Thousand only) is to be deposited in the form of Account Payee Bank Draft drawn at SBI, BHEL branch, Jhansi (UP) (Branch Code 3807) in favor of "BHEL Jhansi).
  - g) Self Certificate Cum Affidavit on non-judicial stamp paper worth Rs.100/-
  - h) Declaration on Rs.100/- non-judiciary stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc(refer Eligibility Criteria" in General Terms and Conditions)



- i) Details of Staff, Material handling equipments, Computers, Internet Connection, email address, Fax number, Land line number, Mobile Number at Jhansi Office.
- j) Business Particulars during past three years with PSU/Central/State Government., MNC and reputed Private Companies.(Pl indicate Name of Client, Scope of work, duration of contract, Value of contract in tabular form)
- k) Copy of tender document signed and stamped on each and every page as a token of acceptance.
- l) Blank price bids (Price bid in prescribed format duly signed and stamped but without price) duly signed and stamped.

6.3. **Part II - Price Bid** should contain One Sealed Envelope. Sealed envelope should contain all PRICE BIDS should be super-scribed with “**Part II Price Bid**”, “Tender No. CDC/T/12-13/014” and “Due date of opening” only.

6.4. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to Sr.DGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/-12-13/014 and “Due Date of opening ” and addressed to :

Sr.DGM (CDC)  
Tender Room  
Administrative Building  
BHEL, Jhansi  
Jhansi – 284129 (UP)

- 6.5. Bid is to be sent under Registered Post / Speed post. The bid must be posted with due allowance for postal transit time so as to reach on or before 13.00 Hrs, Due Date in tender box.
- 6.6. Bid can also be accepted (Personally dropped in the Tender Box) up-to 13.15 Hrs, Due Date. The sealed common envelope and first sealed envelope containing “Part I–Technical Bid” will be opened on the same day at 14.00 Hrs in the presence of bidder’s parties who wish to be present on the occasion.
- 6.7. Quotations received after DUE DATE and TIME will be treated as LATE and may NOT be considered.
- 6.8. “Part II- Price Bid” of technically acceptable bidders will be opened at later date which shall be intimated to the bidders. Part II bids of bidders whose Part I are not technically accepted shall not be opened.
- 6.9. Date for opening of “Part II- Price Bid” shall be intimated to the bidders after scrutinising technical bids.
- 6.10. Work will be awarded to limited Nos. of bidders on the basis of selection criteria given in tender.
- 6.11. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
- 6.12. In case it comes to notice of BHEL at a later stage that any of the bidder to whom the contract is awarded, has given incomplete / false / suppressed / forged information then his contract is liable to be terminated and Earnest Money / Security Deposit will be forfeited.



- 6.13. Any clarifications on the Tender document can be sought from the under signed till fifteen days before opening date of Bid between 9 AM to 4 PM. Bidders desirous of obtaining clarifications shall do so in person and no written / telephonic request will be entertained on this aspect.
- 6.14. Any request for change of opening date of tender shall not be entertained.

**EARNEST MONEY DEPOSIT (EMD)**

- 6.15. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "Bharat Heavy Electricals Limited, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
- 6.16. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders within a reasonable time after the award of the contract. For successful Bidders, the same will be converted and adjusted against performance security deposit. Bidders are requested to send the duly filled EFT form (Annexure – G-H)
- 6.17. EMD shall be forfeited, if the bidder withdraws his offer during the validity period or fails to sign the contract agreement or the bidder fails to submit Performance Security Deposit) PSD within the stipulated period after award of the contract.
- 6.18. Earnest Money Deposit (EMD) shall not carry any interest.

**G-7) OFFER VALIDITY:**

- 7.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of bid opening.
- 7.2. The “**RATE**” quoted shall on “**RATE PER KG BASIS**” for the 5 different zones, irrespective of the distance.
- a) Rate quoted should be ‘All Inclusive Rates’. No additional charges like ESS charges, Docket charge, ROV, FOD charge etc shall be paid extra.
- b) Price variation due to change in diesel price shall be compensated as per PVC Clause.
- c) All bookings are to be made on account of “**BHEL JHANSI**”.
- d) Cash/ Cheque on delivery/ Freight cash on delivery will not be accepted.
- e) Octroi / Entry Tax shall be reimbursed by BHEL on actual.

**G-8) BHEL RESERVES THE RIGHT TO: -**

- 8.1. Acceptance or rejection any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 8.2. Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.



- 8.3. Evaluate the bids as per BHEL norms by the 'Tender Finalisation Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the bidder.
- 8.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of bidders, split the award without assigning any reasons thereof.
- 8.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 8.6. Have parallel contract at the same rate or different rates with any number of bidders for any destination.
- 8.7. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- 8.8. Approve such number of bidders as may warrant for smooth operational requirement.
- 8.9. Award rate contract either partly or in combination thereof or fully simultaneously with any bidders as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 8.10. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
  - a) Establishing local office with facilities as required.
  - b) Submission of Contract agreement.
  - c) Submission of 'performance security deposit' as bank guarantee from any of BHEL Consortium or nationalized banks valid till six months from the expiry date of contract.

**G-9) BID EVALUATION CRITERIA:**

- 9.1. Part-1-Techno-commercial bids (refer Clause 6.2) received shall be first evaluated in regard to compliance with tender and contract terms & conditions and special terms & condition etc. Bids qualifying these criteria only shall be considered for price bid (Part-2).
- 9.2. The price bids shall be evaluated zone-wise. Bidders may quote for one or many or all zones. **The price bids will be evaluated for each zone separately** on the total cost index (ie Business Volume x Quoted rates for each variant), i.e. each zone shall have separate L1, L2 etc
- 9.3. BHEL reserves the rights to take appropriate action if L2, L3...L19, L20..... do not accept negotiated L1 rates.
- 9.4. It is intended to award the rate contract to maximum two bidders in each category. The business volume awarded shall be as following

| <u>Original Status of Bidder</u> | <u>Volume of business</u> |
|----------------------------------|---------------------------|
| L1                               | 70%                       |
| L2                               | 30%                       |
|                                  | TOTAL 100%                |



- 9.5. In case of tie between two or more than two bidders, the business volume shall be re-distributed to award the equal share to all the parties having tie.
- 9.6. In an eventuality of the rate contract being finalized on less than the required number of bidders the balance volume of business would be distributed on *pro rata* basis among eligible bidders.
- 9.7. The bidders MUST quote all the rates exactly as per the format given in Price-Bid. The offers received in any other format and with any other terms & Conditions contrary to this tender document (e.g. change in business volume, etc.) shall be bypassed. Similarly if any deviation from the tender terms & condition is found in the price-bid the bidder will not be considered for the contract.

**G-10) CONTRACT AGREEMENT:**

- 10.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 30 days from award of contract, on non-judicial stamp paper of requisite amount. Loading shall commence only on compliance.
- 10.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the bidder and shall be submitted to BHEL confirming its acceptance in toto.
- 10.3. The rate contract being on All India basis, the H.O of the bidder should inform all their Zonal/Regional and Branch Offices in the country about the terms & conditions and rates. This is to ensure smooth implementation of the contract.

**G-11) PERFORMANCE SECURITY DEPOSIT (PSD)**

- 11.1. Performance Security Deposit shall be valid for the entire period of contract and a further claim period of six (6) months from the date of expiry of contract period for successful execution of contract. PSD will be refunded only after the expiry of claim period.
- 11.2. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

|                                      |   |
|--------------------------------------|---|
| Upto Rs. 10 Lakhs                    | 10%   |
| Above Rs 10 Lakhs & upto Rs 50 Lakhs | Rs.1.0 Lakh +<br>7.5% of the amount exceeding Rs 10 Lakhs   |
| Above 50 Lakhs                       | Rs. 4.0 Lakhs +<br>5% of the amount exceeding Rs. 50 Lakhs. |

- 11.3. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-
- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.



- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
- h) The Performance Security Deposit shall not carry any interest.

11.4. **STAMP DUTY ON SECURITY DEPOSIT**

Stamp duty applicable in UP as per Indian Stamp Act 1899 is as follows:-

| Sl | Performance Security Deposit   | Stamp Duty Applicable                     |
|----|--|---|
| 1. | Pay Order, Demand Draft, Local Cheque of scheduled banks   | Rs 125/- per Rs.1000                      |
| 2. | Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions | Rs 70/- per Rs.1000                       |
| 3. | Bank Guarantee from scheduled Banks/Public Financial Institutions  | Rs.5/- per Rs.1000 limited to Rs.10,000/- |

- 11.5. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.
- 11.6. If the bidder fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.

G-12) **TENURE, EXTENSION & TERMINATION OF CONTRACT:**

- 12.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of two (2) years from the effective date of award of contract. However, BHEL reserves the right to short close the contract at its discretion. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.



- 12.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement on same rates and terms & conditions.
- 12.3. **TERMINATION:** BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
- 12.4. If the bidder fails or neglects or refuses to observe/ perform any of the terms and conditions/obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract by giving one month notice in writing and recover from the bidder any damage suffered by it on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the bidder under this contract.
- 12.5. The contract may be terminated at any time without paying any compensation whatsoever to the bidders in case of misbehavior, disobedience, dishonesty, clandestine insolvency of company, any court order, non sanction of road permit or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 12.6. If a bidder after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 12.7. BHEL may enter into parallel contracts simultaneously with any other bidders as may be deemed fit at any time during the contract period in the interests of the work for any or all stations/sectors/specific projects. BHEL reserves the right for calling fresh tender (fully or partially) during the contract period, if the need arises.

**G-13) SAFETY OF CONSIGNMENT:**

- 13.1. The bidder shall be solely responsible for the safe custody of the consignments from the time the documents are handed over to him until the consignments are delivered at the destination, duly obtaining acknowledgement of delivery.
- 13.2. Any failure in this regard shall be viewed seriously and BHEL shall be free to take deterrent/penal action on the bidder concerned e.g. Suspension of business forthwith and future business dealings by BHEL and recovery of all losses suffered by BHEL from the bidder.
- 13.3. The bidder will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 13.4. Even, in cases where the bidder does not have his branch office or delivery points, all consignments shall be accepted for transportation and deliver at such points.



Similarly, the bidder shall arrange for the collection of materials from such points and delivery at any such points.

- 13.5. Bidder shall not auction any material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The bidder will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the bidder concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 13.6. Where all measures have exhausted and still the consignment is held by the bidder for a period of one year or more, material shall be rebooked to the Consignor, on freight "To Pay" but no demurrage payable basis without waiting for instructions. In such cases, liability for to & fro freight will rest with BHEL.

**G-14) STATUTORY OBLIGATIONS OF BIDDER:**

- 14.1. The bidder will observe and comply with the requirements of the Minimum Wages Act and all other Industrial & Labour legislation for the time being in force or that may hereafter be brought into force, governing the relationship between the employer and the employee.
- 14.2. The bidder shall indemnify BHEL against all claims, payments and losses that the company may have to make or suffer on account thereof. The bidder shall whenever required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 14.3. The bidder shall accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act 1923 read with Employees State Insurance Act 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- 14.4. Should the company be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidders; the bidders shall reimburse such loss, damage or compensation to the company together with the costs incurred by the company on any legal proceedings pertaining thereto.

**G-15) INDEMNITY:**

- 15.1. The bidder shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites.
- 15.2. The bidder shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in



respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the bidders, their workmen servants or agents.

- 15.3. The bidders approved and operating under the transportation rate contracts shall further indemnify BHEL against:-
- Observance of Labour & Industrial Laws.
  - All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
  - Documentary compliance relating to freight billing.
  - Indemnity shall cover the entire transit right after loading to the unloading at destination.

**G-16) PROCEDURE FOR DELIVERY / COLLECTION OF CONSIGNMENTS**

The vehicle should report to BHEL Premises in between 08.30 AM to 04.30 PM for delivery / collection of consignment. In the event of any failure to place the truck as required, suitable action will be taken against the contractor, including penalty for such failures.

BHEL Security regulations shall be followed strictly by the Contractor.

Bidder shall ensure to collect necessary documents as mentioned in Clause G-18

**G-17) CONSIGNMENT WEIGHT/MEASUREMENTS:**

- 17.1. It shall be taken as per the actual weight recorded on BHEL Jhansi Weigh Bridge or design weight. However, in special circumstances, weight declared by the supplier in challan or by CDC will be considered when weighment is not possible but subject to authorisation by Incharge CDC/Stores (minimum level E6). Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

- 17.2. **BULK/VOLUMINOUS CONSIGNMENTS :-** For Bulk & light consignments, charges shall be computed as 1 cft = 10.70 kgs & 1 Cubic Mtr=378 kgs. For computing weight on volume basis the dimensions shall be invariably recorded on LR/Docket. Head of the CDC shall be the accepting authority in respect of this contract

**G-18) DISPATCH DOCUMENTS:**

- 18.1. While accepting the consignments for transportation, the bidder shall ensure to collect all the necessary documents from the consignor viz.
- Dispatch Advice Note/Challan, (DAN)
  - Excise Invoice (Pink/ Duplicate) indicating PO reference,



- c) Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
  - d) Consignee Copy of LR for door delivery,
  - e) Road Permit/Waybills etc. wherever applicable,
  - f) SMIV/PMIV/Excise Gate Pass, wherever applicable.
- 18.2. The bidder shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.
- 18.3. In case the bidder fails to deliver original Excise Gate Pass (duplicate for bidder to claim CENVAT) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on bidder.
- 18.4. Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, bidder shall collect the same from customer's office en-route.
- 18.5. All documents related with transportation, required to be shown at various check posts are collected by the bidder so that the consignments are not detained/delayed en-route on this account. Detention / delays on this account will be the bidder's responsibility.
- 18.6. Tracking of docket should be available on the internet

**G-19) TRANSIT INSURANCE:**

- 19.1. Transit insurance of the consignment under transportation by the bidder will be responsibility of BHEL/Consignee as the case may be. However, bidder will be responsible for any external damages as per Sec. 8 of Carriers Act, 1865.
- 19.2. The contract as entered into between BHEL and the bidder(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act, 1865 as amended upto date.
- 19.3. Position as above shall not absolve the bidder of his responsibility for safe and proper transportation of the goods to the proper destination or his liability to compensate for the damage/ shortage / loss in respect of the consignments transported by him.
- 19.4. The bidder's consignment note (LR) shall be acceptable to insurance company. In addition, the bidder shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 19.5. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the bidder.
- 19.6. The bidder will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the bidder. In case of joint inspection memo (JIM), the bidder should intimate the BHEL representative authorised to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later.



Manager of Transport Company shall duly attest the signature of the representative.

- 19.7. The bidder will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 19.8. Bidders shall ensure submission of damage/shortage/loss certificate in the prescribed format, immediately on receiving intimation to the effect under acknowledgement of the concerned official with submission of the 'acknowledged copy' of the certificate on freight billing.

**G-20) DETENTION, DEMURRAGE, WHARFAGE & STORAGE:**

- 20.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the bidder.
- 20.2. However, godown/storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorised en-route intermediate storage for which all relevant and required details to be documentarily substantiated on freight billing duly certified by the Consignee/Product Commercial group or their authorised representative(s), at the rate to be approved by BHEL.

G-21) ... **TRANSIT PERIOD:** Transit period shall be calculated from the day when all the documents like way bill etc has been handed over to the transporter.

- 21.1. TOTAL TRANSIT PERIOD: - Allowable Transit Time + 1 Day for Booking + 1 Day for Delivery. Anything more than this, will be counted as DELAY.

Transit time allowable shall be as follow:-

| SNo. | Distance                                 | Transit time allowed |
|------|--|----------------------|
| 01   | Upto 500 Km                              | 3 days               |
| 02   | 501- 1000 Km                             | 5 days               |
| 03   | Above 1000 Km                            | 7 days               |
| 04   | Destination in North-East / Special Zone | 15 days              |

- 21.2. For all overdue consignments (i.e. delayed beyond the stipulated delivery time) bidders shall, through their local office, submit delivery status of the consignments regularly on weekly basis.

**G-22) PENALTY FOR DELAYED DELIVERY:**

| SNo. | Delay         | % of Penalty |
|------|---------------|--------------|
| 01   | Upto Two days | 2%           |
| 02   | 3 to 5 days   | 5%           |
| 03   | 6 to 7 days   | 10%          |
| 04   | Above 7 days  | 25%          |



The above % of penalty is imposed on the TOTAL FREIGHT CHARGES of the consignment EXCLUDING OCTROI AND SERVICE TAX.

If the due delivery date happens to be a National / Public / Company holiday, the delivery should be affected on the immediate next working day.

- 22.1. In the event of failure by the Contractor to fulfill the contractual obligations, BHEL reserves the right to get the same done through alternate sources at the sole risk and cost of the contractor.
- 22.2. FORCE MAJEURE: a) If, at any time during the continuance of this contract the performance, in whole or in part, by either party of any obligations under this contract shall be prevented or delayed by reasons of any WAR, HOSTILE ACTS of the PUBLIC ENEMY, CIVIL COMMOTION. EPIDEMICS, or ACT OF GOD (FLOODS, STORM/CYCLONE, HURRICANE, EARTH QUAKE etc) then provided notice of happening of any such event be given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event claims for extension of time shall be granted for periods considered reasonable by the Head of CDC or Head of CRX subject to prompt notification by the contractor.

**G-23) DELIVERY & ACKNOWLEDGEMENT:**

- 23.1. The bidder shall be responsible to obtain acknowledgement of delivery of goods (POD) from the consignee strictly in the prescribed manner with signature, name & seal of consignee's representative receiving the material duly specifying date & time, and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation. Scanned copy of receipt will also be accepted as proof of delivery.
- 23.2. All consignments with consignee copy attached will have to be delivered to site / customer in case of outgoing consignments and to CRX, BHEL, JHANSI for incoming consignments

**G-24) BILLING & PAYMENT**

Payments shall be made normally within 30 days from the date of submission of Bills in a prescribed format with the clear acknowledgement with seal from consignee. Subject to clear documentation all payments shall be made in the name of Contractor by Cheque / National Electronic Fund Transfer (NEFT) (Attach Annexure G-H)

- a. Along with the bills, transporter has to furnish original / scanned copy of POD.
- b. In case the original POD is required by BHEL for submission to our customer same shall be arranged by the transporter within 30 days of delivery.



- c. Incomplete bills shall be returned back to the transporter indicating deficiencies in the bill.
- d. Bills for incoming consignment to be submitted to Head of CRX deptt and bills for Outgoing consignments to be submitted to Head of CDC deptt.
- e. The contractor shall carry the duplicate copy of Excise Invoice from the suppliers/RDAN/T-Note copies for Imports from BHEL ROD's along with the consignment and other necessary documents if any, are to be handed over to the consignee, failing which, action will be initiated against the contractor
- f. For the outgoing consignments booked on "To Pay" basis, where the bidder has to realize payment from the consignee and the consignee does not make the payment, CDC, BHEL JHANSI will accept the freight bills subject to: -
- g. Submission of Non-Payment Certificate issued by the consignee to the bidder on Performa as specified by BHEL.
- h. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial group and released through Finance (Stores Accounting) of BHEL.
- i. Freight Bills submitted after 90 days from the date of delivery will not be accepted unless bidder explains the delay in writing.
- j. Freight charges for consignments acknowledged on delivery under damage/shortage/ discrepancy condition(s) shall be paid only after clearance by concerned product commercial in regard to acceptance of consignments by Customer, or settlement of insurance claim by underwriters in case of equipment damage.
- k. Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- l. In terms of Service Tax applicable under prevailing Act thereto, the bidders in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.

**G-25) FREIGHT ESCALATION**

- 25.1. The rates agreed between BHEL and the bidders will remain firm during the currency of the contract. However the rates will increase/decrease by 30% of the percentage increase/decrease in the average retail price of diesel prevailing on the date of tender opening (techno-commercial bid – Part-I). Any increase/decrease so allowed to the bidders will be extra/less and form the part of basic freight. This increase/decrease will be done, only quarterly, as under:-
- 25.2. The rates at which the work is awarded initially will remain firm till the end of that quarter (31st March, 30th June, 30th Sept & 31st Dec) without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm upto 31st March but may change from 1st April and will remain same upto 30th June. If



rate contract is effective from 30th March, rate will change from 1st April which will remain same upto 30th June.

- 25.3. The retail sale price(RSP) of diesel applicable for Jhansi district obtained from the office of IOCL/HPCL/Reputed dealers shall be the basic for calculation of Price Change of freight rates
- 25.4. Percent increase /decrease in freight rate shall be 0.30 times of percent increase in average Retail Sale Price (RSP) of diesel w.r.t base rate indicated in tender.
- 25.5. The freight rates prevailing on the date of LR or actual date of exit from plant (whichever is later) shall be applicable for that consignment.

**25.6. Example:**

If the RSP of diesel are as following

| Date                                     | Retail Sale Price in Rs.      |
|--|-------------------------------|
| As on Base Date                          | 38.00                         |
| On 1 <sup>st</sup> Jan.'12               | 40.00                         |
| On 1 <sup>st</sup> Feb.'12               | 42.40                         |
| On 1 <sup>st</sup> Mar.'12               | 43.50                         |
| Average                                  | $(40.00+42.40+43.50)/3=41.97$ |
| Percent Increase w.r.t. RSP on base date | $(41.97-38.00)/38.00=10.44\%$ |
| Percent Change in Freight Rates          | $0.30 \times 10.44=3.13\%$    |

This increase in Freight Rates shall be applicable in period from 1<sup>st</sup> Apr'12 to 30<sup>th</sup> June'12.

- 25.7. Freight increase on any other account will not be permissible.

**G-26) OCTROI/ENTRY TAX:**

Bidder shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the concerned product commercial group to whom the original has to be handed-over.

**G-27) ARBITRATION:**

Any dispute arising out of this contract shall be referred to the sole arbitration of BHEL, JHANSI. Its award shall be final and binding on the parties. The venue of arbitration in all cases shall be at JHANSI.

**G-28) JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to the rate contract, the courts at JHANSI only shall have jurisdiction.



## PRICE BID

(Against Tender enquiry No. CDC/T/12-13/014 Date: 21.05.12)

Our best offer against your tender enquiry No. CDC/T/11-12/014 Date: 21.05.2012 for “Transportation of consignments weighing upto 2500 Kgs from BHEL Jhansi to various destinations across following 5 zones in India and vice versa including Mumbai/Chennai air/sea ports” are as follows:-

| Sl. No. | ZONES   | Business Volume (Kgs) | Rate (Rs./Kgs) | Total Cost (Rs.) |
|---------|---|-----------------------|----------------|------------------|
|         |   | (A)                   | (B)            | (AxB)            |
| 1       | <b>North Zone</b> (Jammu, Punjab, Himachal Pradesh, Haryana, Delhi (NCR), Uttarakand, Uttar Pradesh, Rajasthan, Chandigarh)   | 24900                 |                |                  |
| 2       | <b>West Zone</b> (Madhya Pradesh, Gujarat, Maharashtra, Vidarbha, Goa, Dadra Nagar Haveli, Daman & Diu)   | 14094                 |                |                  |
| 3       | <b>South Zone</b> (Kerala, Karnataka, Andhra Pradesh, Tamil Nadu)   | 13514                 |                |                  |
| 4       | <b>East Zone</b> (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa, Sikkim)  | 20523                 |                |                  |
| 5       | <b>North-East / Special Zone</b> (Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Nagaland, Meghalaya, Lakshadweep, Andaman & Nicobar island, Pondicherry, Kashmir ) | 1484                  |                |                  |

Rate quoted should be ‘All Inclusive Rates’. No additional charges like ESS charges, Docket charge, ROV, FOD charge shall be paid extra.

Business volume indicated is tentative

The price bids will be evaluated for each zone separately on the total cost (ie Business Volume x Quoted rates for each zone), i.e. each zone shall have separate L1, L2 etc

Service Tax shall be paid extra as applicable

Signature and Seal of the Bidder