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Logistics Department, Bharat Heavy Electricals Limited, Bhopal  
 Terms & Conditions of All India Cargo Courier Service Provider  
Document No. LGX / RC / T&C / E-00437

**PRE - QUALIFICATION REQUIREMENTS (PQR) and TERMS & CONDITIONS (T & C) OF  
 RATE CONTRACT FOR ALL INDIA CARGO COURIER SERVICE PROVIDER**



**Logistics Department**  
**Bharat Heavy Electricals Limited**  
**BHOPAL**

Document No. LGX / RC / T&C / E-00437.



### **Important Instructions to Bidders**

**NIT REF.: LGX / RC / E-00437**

#### **PART - I: Techno-Commercial Bid**

##### **Envelope I:**

- a) This sealed envelope should contain Techno-Commercial Bid duly signed & sealed by the bidder (owner or authorized signatory) on each and every page of NIT as a confirmation of their acceptance. This envelope should be clearly marked "**Part-I : Techno-Commercial bid**", indicating NIT Ref (Enquiry) No. : , Due Date of submission : , and Name & Address of the bidder.
- b) The bidder should offer **only** as per requirements given in **Pre-Qualification Requirements & Criteria (PQRC) Check List (Annexure-I)**. Price bids **of only** those bidders will be opened who meet all the technical eligibility requirements and submit their offer with all supporting documents as per PQRC.

#### **PART-II: Price Bid**

##### **Envelope II:**

This sealed envelope should contain price details in **Price Bid format (Annexure-II)** only. This envelope should be clearly marked "**Part-II: Price Bid**", indicating NIT Ref (Enquiry) No.: , Due Date of submission : , and Name & Address of the bidder. Prices shall be quoted in Indian Rupees only. Price Bid should not contain any technical details and / or commercial terms & conditions as the same are supposed to be contained in Part-I only so that the same can be evaluated before opening of Price Bid(s).

**These three envelopes shall be kept in a single sealed envelope clearly indicating NIT Ref (Enquiry) No. : , Due Date of submission : , and Name & Address of the bidder.**

**Envelope III:** This envelope will contain sealed envelope I & II.



### **ALL INDIA CARGO-COURIER SERVICE PROVIDER**

#### **1. SCOPE OF WORK:**

The Cargo Courier Service Provider (CCSP) is required to lift industrial consignments (loads up to 2500 Kg) having dimensions not exceeding 4000 mm (length), 1500 mm (width) & 1500 mm (height) from "**BHEL- Bhopal to Anywhere in India (OUTGOING)**" and from "**Anywhere in India to BHEL-Bhopal (INCOMING)**".

Consignments of marginally higher dimensions / weight may be booked with mutual consent (acceptance).

#### **a) Past trend of dispatches by Source stations:**

1. From BHEL Bhopal: 91% by number
2. Other than BHEL Bhopal: 09% by number

#### **b) Past trend of dispatches by Weight:**

In Non-Hilly Regions:	29%	up to 500 Kg range
	21%	above 500 Kg to 1000 Kg
	39%	above 1000 Kg to 2500 Kg
In Hilly Regions:	03%	up to 500 Kg range
	02%	above 500 Kg to 1000 Kg
	06%	above 1000 Kg to 2500 Kg

#### **2. THE RATES:**

CCSP should quote "**RATE PER KG**" basis for all slabs of weight and category by hilly and non-hilly regions as per details specified in the "**PART II -PRICE BID**" format only.

**The criteria for deciding L1 party shall be overall business value based on rates quoted for all 8 slabs/ categories put together. However, Work Order shall be placed on overall L1 party at the picked-up L1 rates (in each slabs/ categories) only after their acceptance to the same.**

Bids should be free from correction, overwriting, use of corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of persons (s) signing the bid else bid shall be liable for rejection.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidder.

In case of more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding. For deciding L1 rate, conventional method of opening price will be done for this tender.



**PRE - QUALIFICATION REQUIREMENTS & CRITERIA (PQRC) FOR  
TECHNO-COMMERCIAL BIDS**

**3. TURNOVER:**

Average Turn Over of last three years (2017-18, 2018-19 & 2019-20) shall be **Rs. 28.32 lakhs.**

Audited Balance Sheet and Profit & Loss A/c Statement to submit for last 3 years. CA certificate specifying Net Worth of the company as positive as on 31.03.2020 should also be submitted.

**4. BRANCHES:**

- i) The CCSP should have a minimum of **175 branches** including their agents/ franchises.
- ii) The CCSP shall enclose printed/ computerized list of branches along with transit time for respective branch with addresses, email-ids and telephone (including mobile) numbers. **In the absence of relevant & active telephone nos. the branch will not be considered.** If any information found false at tendering stage or during execution of contract, the CCSP shall be declared disqualified and delisted and EMD/ Security Deposit shall be forfeited. Bidder(s) have to provide active telephones Nos. of the branch. In case of any change in contact details of any branch (s), then within 15 days of such changes bidder (s) have to update their latest contact details to BHEL Bhopal.

**5. EXPERIENCE:**

Bidder should have experience in the transportation business of Fast Moving Cargo Courier Service/ Express cargo service. Experience (Copy of work orders executed or part thereof) of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bid application are invited should be either of the following:

- a) Three similar completed works, costing not less than Rs 37.76 lakhs.

OR

- b) Two similar completed works, costing not less than Rs 47.20 lakhs.

OR

- c) One similar completed work costing not less than Rs 75.52 lakhs.

**Documentary evidence for experience to be submitted as below :**

- i) Contractors who have worked or are working with BHEL for transportation of Fast Moving Cargo Courier Service/ Express cargo service etc. should submit a copy of Work Order & Work Completion Certificate issued by BHEL.
- ii) Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public/ Private companies for transportation of Fast Moving Cargo Courier Service/ Express cargo service etc. should submit copy of Work Order and Work Completion Certificate clearly indicating Work Order Ref, Date, Duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.

**6. DECLARATION IN THE FORM OF AFFIDAVIT:**

All bidders MUST confirm, by way of a notarized affidavit cum undertaking, executed on a non-judicial stamp paper of Rs. 100/- as per Format - I.

**FORMAT-I****AFFIDAVIT-CUM-UNDERTAKING**

(To submit by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarized)

I ..... S/o ..... aged about ..... years, Occ: ....., Resident of ....., do hereby solemnly affirm on oath and state as follows:

I am working as \_\_\_\_\_ in M/s. \_\_\_\_\_, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum-undertaking along with the bid disclosing/ confirming the details of its group concerns, or affiliates or partners/ proprietors/ directors of bidder/ such group concerns or affiliates etc, along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

- i) I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business ..... for last ..... Years.
- ii) I state that we hereby furnish the details/ particulars of the bidder and its partners/ proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/ proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/ Partners/ proprietor	PAN	DIN for Director

- iii) I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/ common partner(s)/ common Director(s).
- iv) I state and hereby confirm and declare that my/our firm/ company

M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/ companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/ Partner/ Proprietor of bidder/ such group concern or affiliate etc., are involved with such firm/ company.

- v) I hereby state that there is no change in the name, constitution and status of the firm/ company before submission of tender. If there is any change in the name, constitution and status of the firm/ company during the tender process and/ or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.
- vi) I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines,



including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed

Before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_ at  
 NOTARY



#### **TENURE, EXTENSION AND TERMINATION OF CONTRACT:**

- 7. Tenure :** The contract shall be valid for a period of 01 (one) year from the date of award. The consignments booked within the contract period shall fall in the scope of contract irrespective of date of deliveries.
- 8. Extension :** The rate contract may be extended for 03 (three) months on the existing rates, and Terms & Conditions, if BHEL desires so, without taking any consent from the CCSP and further 6 months on mutually agreeable basis with CCSP.
- 9. Termination :** If the CCSP fails or neglects or refuses to observe / perform any of the terms & conditions / obligation under the contract, BHEL may without prejudice to any other rights, terminate the contract.

BHEL reserves the right to short close or terminate the contract at its discretion.

BHEL reserves the right to enter into parallel contract with any other CCSP, as may be deemed fit, at any time during the contract period.

#### **BOOKING OF CONSIGNMENTS:**

- 10.** All bookings shall be done through Bhopal based office of the CCSP for all types of consignments i.e. Outgoing-Anywhere in India, Incoming from Anywhere in India to BHEL Bhopal.
- 11.** All bookings are to be made on account of "BHEL, Bhopal-462022".
- 12.** The CCSP should have an office in Bhopal within 15 days of award of contract.
- 13.** In case situation arises where L-1 bidder wants to bring their own weighing machine inside BHEL Bhopal for weighing of outgoing consignment then bidder may be allowed to bring machine subject to the following conditions : -
  - a) Prior permission of BHEL Bhopal (An executive of E6 or above grade from LGX or CRX) is required before bringing machine inside BHEL Bhopal factory area.
  - b) Weighing Machine must be calibrated by the state agency and bidder have to produce calibration certificate as and when required by BHEL Bhopal.
  - c) Before dispatch weight of consignment shall be jointly endorsed by Cargo Courier Service Provider and BHEL officials.

#### **EXTRA-SERVICE-STATIONS (ESS) OR OUT-DELIVERY-AREA (ODA) COLLECTIONS/DELIVERIES:**

- 14.** All collections / deliveries beyond 25 KM radial distance from the nearest Branch / Franchise office, will be considered as ESS or ODA and extra fixed charges will be payable as follows :-
  - a) For Non-Hilly Regions: Rs. 4.00 per Kg or Rs.750.00 per consignment whichever is higher.
  - b) For Hilly Regions: Rs.5.30 per Kg or Rs.995.00 per consignment whichever is higher.



- 15.** ESS distance claimed by the CCSP will be subject to acceptance/ verification by Logistics Dept. (An executive of E6 or above grade from LGX or CRX). ESS charges at both ends, if applicable, will be payable. New stations, added during execution of contract, is to be informed to Logistics with appropriate details.

#### **E-WAY BILL**

- 16.** The consignment must accompany proper E-WAY BILL collected from the consignor / generated by transporter, and should be handed over to the consignee on delivery.
- 17.** The CCSP shall be solely responsible for the movement of consignment without proper E-way bill and penalties imposed by states on account of missing / expired E-Way Bill / Key Number have to be borne by the CCSP alone.
- 18.** E-WAY BILL PART B : Whenever goods are being transported to transporter go-down , e-way bill to be generated by transporters.

#### **COLLECTION AND DELIVERY:**

- 19.** It is prime responsibility of the CCSP to collect the consignment in time and deliver it safely to the consignee within the committed delivery / transit time. Refer to Para No. 4 (BRANCHES) for transit time.
- 20.** Penalty for delayed Lift / Pick-Up / Collection: CCSP to lift / pick-up / collect the consignments within 3 working days from written intimation by BHEL, beyond which penalty of Rs.250/- per day shall be applicable on all normal consignments. However, some times in case of urgency, certified by HOD Logistics, CCSP to pick-up the consignment same day also.

In case of failure to lift / pick- up / collect the consignment in 7 working days, the CCSP shall be issued a warning letter from BHEL each time. BHEL reserves the right to terminate the contract and / or forfeit their Security Deposit, in case of 3 such events during the currency of contract.

- 21. Additional Transit Time : In ESS / ODA cases** extra delivery period will be applicable as follows:-

- a. In non-hilly regions : 50 KM per day to a maximum of 3 days.
- b. In hilly regions : 50 KM per day to a maximum of 4 days.

- 22. Penalty** for delayed delivery for all Normal Consignments shall be as follows :

S. No.	Delay	% of Penalty (on freight charges)
*1	Upto 2 days	2%
2	3-5 days	5%
3	6-7 days	10%
4	Above 7 days	25%

**\*For ESS / ODA consignments penalty applicable only after additional transit time as above in Cl.No.21**



### **UNDELIVERED CONSIGNMENTS:**

23. Undelivered consignments shall be returned back to consignor with their prior permission. In such cases freight shall be payable for both ways as per this contract.
24. However, if the consignment is lifted on "**To pay**" basis then it will be responsibility of the CCSP to collect payment from destination office as per their own agreement. If such consignment is not deliverable/ delivered due to any dispute with the receiving party then the same should be returned back to source party safely after prior permission from BHEL. In such cases freight shall be payable for one way (return path) only.

### **DOCUMENTATION**

25. It is the responsibility of the CCSP to collect all the required information's and dispatch documents such as **Authorization for use of Cargo Courier Services ( i.e. letter issued by either of Head of Commercial ; Head of Service Cells ; HOD/ CRX or HOD/ LGX ) ; Tax invoices ; Packing List ; Delivery Challans ; E-Way Bills ; Consignee details including Contact Person & Phone / Mobile No ; Final destination for ESS / ODA Consignments etc.,** from the consignor at the time of booking the consignments.
26. For the inward consignments, at the time of reporting to BHEL security gates, the CCSP should produce the relevant challans, packing lists, gate pass etc, to make entry in the gate. Likewise, for the outward consignments, while collecting the materials from BHEL Complex to other destination points, the CCSP should collect relevant gate pass, packing lists, invoice etc. for taking out the materials.
27. If a consignment is detained en-route by the check post authorities and if any penalty, such as advance tax, compound tax etc. is imposed, then such penalty has to be borne by the CCSP. It is also the responsibility of CCSP to get the consignment released from the check post and deliver it in time.
28. The formalities of excise duty and gate pass for the materials moved shall be adhered to strictly. The "**Duplicate for Transporter**" copy of relevant invoices etc, should be carefully carried and handed over to the consignee along with the material. Any loss arising out of the failure to comply with the above shall be borne by the CCSP.
29. In the event of failure by the CCSP to fulfil the contractual obligations with respect to documentation, BHEL reserves the right to get the same done through alternate sources at the sole risk and cost of the CCSP.
30. Bills shall be submitted in three copies.

### **Detention and Demurrage Charges**

31. En-route detention charges will not be payable.
32. If detention for more than 7 days is due to the reasons of delay in loading/ unloading which is not attributable to CCSP, detention charge is payable at the rate of Rs.500/- per day. Reason for delay is to be certified by commercial executive.
33. For storing the consignments in the go-downs of CCSP for more than 30 days with BHEL prior permission, demurrage charge is payable at a rate of Rs.500/- per day beyond 30 days. Reason/ evidence should be submitted against each claim of demurrage.



**34. FORCE MAJEURE CLAUSE:** 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 public enemy, civil commotion (turmoil), 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, neither party shall, by reason of such event be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance and delay in performance under the contract and 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 HOD (Logistics) or HOD (Stores-CRX) subject to prompt notification by the CCSP.

**35. DAMAGE TO CONSIGNMENTS AND PERSONS:**

- a. Safety of consignment during transportation shall be sole responsibility of the CCSP. Should there be any damage or loss of materials during transportation (refer FORMAT-III for furnishing information attached for reference only) then the bill for respective consignment shall be processed after receipt of Observation Sheet (OB Sheet). If damage cost is not payable by insurance company, due to any reason attributable to the CCSP, then the same will be recovered from the CCSP from their running bills and/ or their EMD/ SD or any other means.
- b. The CCSP will be solely responsible for any damages caused by the CCSP's vehicles/ persons to BHEL materials/ properties and to the persons working in the BHEL Complex.
- c. BHEL will not be responsible for any damages to the CCSP's vehicles/ injury to their employees/ persons while booking/ delivering the Cargo in BHEL premises.
- d. The employees/ persons of the CCSP who are given entry pass by BHEL, for this contract for their day-to-day activities, shall be covered by Life Insurance and ESI or any other scheme provided by the Transport Carrier with regard to the health and safety of the persons.
- e. CCSP will be fully responsible for deployment of valid vehicle of requisite capacity with valid driver.

**37. INSURANCE OF CONSIGNMENT:** At the time of booking the consignment, the CCSP should ensure that the insurance coverage is taken for the said consignment either by the Consignor or by the Consignee.

**38. CLAIMS AGAINST DAMAGE:** In case of claim, the concerned delivery branch shall issue certificate of fact to enable the consignee/ consignor to take up the matter suitably with the under-writers for claiming necessary insurance. Logistics Dept. shall facilitate for early availability of documents required from BHEL. Based on same payment will be settled on certification by commercial.



- 39. VEHICLES:** Vehicles deployed for carrying materials should have proper registration documents and must be produced on demand by CISF/ BHEL security staff.

Normal entry and exist time of vehicles inside BHEL factory area on working days are:

Entry time of vehicles: - 08 :00 AM (IST) to 3:00 PM (IST)

Exist Time of vehicles: - 8:00 AM (IST) to 5:30 PM (IST)

Note :- Depending on day to day work load above time period may be relaxed / enhanced.

#### **40. PRICE VARIATION CLAUSE (PVC) FOR DIESEL**

- 40.1 The diesel rates published in IOCL website in order of (i) city and (ii) state capital/ Union Territory of BHEL, Bhopal to be considered as base rate for calculating the new rates.
- 40.2 The base freight rates agreed between BHEL and the CCSP would increase/ decrease by 2 paisa per kg for every one Rupee per liter increase/ decrease in the rate of diesel. i.e. Base freight rate agreed between BHEL and the CCSP  $\pm$  PVC for diesel = CCSP freight rate (upto two decimal places after decimal).
- 40.3 Prevailing Diesel rate as on due date of submission of tender shall be considered as the BASE RATE and Average diesel rate calculated on last day of every month shall be considered as EFFECTIVE RATE for the purpose of PVC applicability for LRs dated for entire next month.

##### **Illustration for calculation of effective diesel rate:**

Average of diesel rates for November 2019 calculated on 30th November 2019 will be effective for month December 2019 i.e. LR Dated 01st Dec till 31st Dec 2019.

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

#### **41. BUSINESS DISTRIBUTION AND SUB-CONTRACTING**

- 41.1 BHEL Bhopal shall enter into rate contract with a single cargo courier service provider with 100% business distribution.
- 41.2 However, no further sub-contracting of work by CCSP is allowed in any manner.

##### **SECURITY DEPOSIT (SD)**

- 42. Security Deposit (SD) means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 42.1 The total amount of SD will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of SD.
- 42.2 The balance amount to make up the required SD of 5% of the contract value shall be furnished through e-Mode (i.e NEFT/ RTGS/ Net Banking/ PoS/ SB Collect etc.) only. The link for SB Collect platform:  
<https://www.bhelbpl.co.in/qcins/iccs.htm>. Bank details of BHEL- Bhopal as per ANNEX-A.
- 42.3 Collection of Security:



At least 50% of the required SD, including the EMD, shall be collected before start of the work. Balance of the SD can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required SD is collected.

If the value of work done at any time exceeds the contract value, the amount of SD shall correspondingly be enhanced and the additional SD shall be immediately deposited by the contractor or recovered from payment/s due to the contractor.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest".

**42.4** SD shall be released to the contractor upon fulfilment of contractual obligations after six months after contract closing date subject to "No dues" certification by the CCSP and settlement of insurance claims, if any.

**42.5** The EMD and SD shall not carry any interest.

#### **BILLING & PAYMENT:**

**43.** Payment shall normally be made within 30 days from the date of submission of bills at BHEL bearing clear acknowledgement from consignee and complete in all respect. Bills will have to be submitted by Bhopal based office of the CCSP only to BHEL Bhopal at either Logistics Dept. or CRX as the case may be. Subject to clear documentation, all payments shall be made in the name of CCSP through Electronic Fund Transfer (EFT).

**44.** Payments will be processed based on original acknowledgement copy of LR (Docket) duly endorsed by the consignee. If original LR is missed, then, claims will be admissible along with Indemnity Bond of Rs 250/- for each LR submitted.

#### **ALTERNATIVELY**

In case CCSP is having a computerized system of Proof of Delivery (POD), wherein the original hard copy of acknowledged LRs (PODs) are not available in hand, scanned copy of POD can also be acceptable along with bills for payment realization provided accessibility to their electronic system is available to BHEL for verification as and when required. CCSP shall submit an indemnity bond to this effect before the start of operations (as per **Format-II** attached).

#### **PAYMENT OF VERY SMALL / LOW WEIGHING CONSIGNMENTS**

**45.** Cost of transportation shall be compensated by paying maximum of the following alternatives-

a. Low weighing and low volume consignments:

1. Rs. 350/- per consignment for other than hilly regions.
2. Rs. 500/- per consignment for hilly regions.



- b. High volume and low weight consignments, the volume will be converted into weight as: One Cu. Ft = 10.70 Kgs (i.e. 1 Cu. Mtr = 378 Kgs)
- c. By weight as per Work Order awarded on competitive bid basis.

ESS charges will be payable extra in all cases as per ESS norms stated at Cl.No.14 above.

#### **STATUTORY OBLIGATIONS OF CCSP**

- 46.** CCSP shall comply with all statutory requirement, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 47.** CCSP shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 48.** CCSP shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

#### **TERMINATION OF CONTRACT:**

- 49.** BHEL Bhopal shall have the option to terminate the contract without notice in the event of liquidation (voluntary or compulsory) of the contract or CCSP or on the CCSP becoming insolvent. Not-withstanding anything contained above, the company reserves the right to terminate this contract if the CCSP violates any of the terms & conditions of the contract agreement. In the event of any un-ethical practice being noted during the tenure of the contract BHEL reserves the right to terminate the contract without notice and the Security Deposit of the CCSP will be forfeited.

#### **GST LAW:**

- 50.** Any loss caused to BHEL due to non-compliance of GST by the contractor shall be deducted from the contractor's account or bill along with interest as applicable.

#### **GST LAW COMPLIANCE: -**

SAC, Rate of Tax under GST and applicable GST and GSTIN shall be clearly mentioned by Bidder in their offer / bid (Part I).

- 1. Unregistered transporter and but GST to be paid on reverse charge basis:  
Reverse Charge under GST :**
  - (a) Transporter has to submit invoice within 30days of completion of service and the reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from date of issue of invoice by transporter.
  - (b) In case BHEL is not able to discharge its reverse charge liability for reasons attributable to transporter, then the same shall be recovered from transporter along with interest, penalty etc if any.



**2. Transporters registered under GST and tax to be paid on reverse charge basis :**

Transporters to ensure filing of GST returns on time giving details of all invoices raised on BHEL. Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter. An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.

**3. Transporter registered & GST payable on forward charge basis:**

GST to be submitted on time and copy of challan to be submitted along with bill for claiming payment. All GST returns to be submitted on time giving details of all invoices raised on BHEL during the period. Any loss of ITC to BHEL due to non-compliance by contractor shall be recovered from the transporter. An undertaking that GST returns have been filed declaring all invoices on BHEL to be submitted along with bill to claim payment.

TDS will be deducted under Income Tax Act and GST Act.

**ARBITRATION AND JURISDICTION:**

**51.** All disputes arising in connection with the contract shall be settled by mutual consultation. If no such agreement is reached between the parties, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to an arbitrator to be appointed by GM (Logistics)/ Executive Director of BHEL, Bhopal. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be at BHEL, Bhopal.

**The jurisdiction** in respect of any dispute arising out of this contract shall be that of the courts situated in Bhopal.

**52. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018**

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration



and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure to MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018.

- 53.**The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
- 54.**"If the work is not executed or partly executed within the agreed execution period period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL"

- Addl.GM (Logistics)

-:oOo:-



## Annexure-A

**भारत हेवी इलेक्ट्रिकल्स लिमिटेड, शोपाल**

(भारत सरकार का उपकरण)

**Bharat Heavy Electricals Limited, Bhopal**

(A Govt. of India undertaking)

उत्कृष्टता की ओर अग्रसर

"Marching Towards Business Excellence"

TO WHOM SO EVER IS CONCERNED.

Details for receiving Bank Account for NEFT/RTGS payment.

1. Name of Beneficiary : BHARAT HEAVY ELECTRICALS LTD.  
 2. Name of the Bank : State Bank of India  
 3. Bank of Branch Address : HET, Piplani, Bhopal (M.P.)-462021  
 4. Account No. : 30855948540 ✓  
 5. IFSC Code : SBIN0000519  
 6. MICR : 462002011  
 7. Title of Account : Current Account  
 8. PAN No. : AAACB4146P

Place: Bhopal

Date : 19-01-2016

*(Chetan Meher)*  
 चेतन मेहर  
**CHETAN MEHER**  
 व्यापक प्रबंधन  
 Sr. Manager (Finance)  
 श्री एच.ई.एल. शोपाल / BHEL, BHOPAL

We certify that the above bank details are correct as per our record.

*(Signature)*  
 Banker Signature & Seal  
 S.K. JAIN  
 SBN-2917

शोपाल : 462022, दूरभाष : 2500100 (7 लाईन्स), फैक्स : 0755 - 2500425, तार : भारतइलेक  
 Bhopal : 462022, Phone : 2500100 (7 Lines), Fax : 0755 - 2500425, Gram : BHARATELEC  
 WEB SITE ADDRESS : [www.bhelbhopal.com](http://www.bhelbhopal.com)

**ANNEXURE-I****NIT Ref : LGX / RC / E-00424**

**PART-I : TECHNO-COMMERCIAL BID**  
**PRE-QUALIFICATION REQUIREMENTS & CRITERIA**

**(PQRC CHECK -LIST)**

SN	Description	Requirement	Enclosed
1	Average Turnover of last 3 years (i,e FY 2017-18, 2018-19 & 2019-20)  (must be a minimum of Rs. 28.32 Lakhs)	Copy of balance sheet , Profit & loss A/c for 3 years  CA certificate for Net Worth of the company as on 31/03/2020.	Y / N  Y / N
2	List of all branches (must have a minimum of 175 branches including their Agents / Franchises).  Bidder(s) have to provide active telephones Nos. of the branch. In case of any change in contact details of any branch (s), then within 15 days of such changes bidder (s) have to update their latest contact details to BHEL Bhopal.	List of all branch/station with office address, contact person, email-id, telephone number and Transit time from Bhopal.  (The above info can be furnished by splitting into two or more lists to accommodate all parameters)	Y / N
4	Experience in Last Seven Years.	Copies of Work Orders as per Cl.No.5	Y / N
5	AFFIDAVIT	FORMAT-I	Y / N
6	T&C thoroughly read & accepted in toto ( No deviation allowed)	Each page duly signed & sealed as confirmation of your acceptance	Y / N

(Signature &amp; Seal of Bidder)



## **FORMAT-II**

To be typed & executed on Rs.250/- Non-Judicial Stamp Paper

### **INDEMNITY BOND FOR ACCEPTANCE OF COPY OF SCANNED POD IN PLACE OF ORIGINAL POD**

BHEL WORK ORDER NO. : LGX/ RC/ 437 FOR RATE CONTRACT OF ALL INDIA CARGO-COURIER SERVICE PROVIDER

Whereas, M/s Bharat Heavy Electricals Limited (hereinafter referred to as „The Customer” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) having their office at Piplani, Bhopal-462 022, MP has entered into a contract with M/s Cargo Courier Service Provider Name, Bhopal (hereinafter referred to as „The Contractor” which expression shall unless repugnant to the context includes their legal representatives , successors and assigns) for Rate Contract of All India Cargo-Courier Services on the terms and conditions as set out inter-alia, in the above said Work Order and various documents forming part there of hereinafter collectively referred to as the „Said Contract” which expression shall include all amendments, modifications and / or variation thereto.

AND WHEREAS The Contractor is having a secured computerized system of POD (Proof of Delivery), wherein the original hard copy of Acknowledged Dockets (PODs) are not available in hand but are available in the computer system as soft copy (scanned copy of POD).

AND WHEREAS The Customer is agreed to accept scanned copy of POD along with bills for payment realization provided (1) The Computer System of the Contractor is available to The Customer for verification as and when required and (2) Indemnity Bond by The Contractor, as per Clause No. 44 of Terms & Conditions of the said contract.

Now, therefore in consideration of the above clause, The Contractor hereby irrevocably and unconditionally undertake to INDEMNIFY and keep indemnified The Customer from any risk, responsibility and dispute, and against all losses, damage and destruction (inclusive but not limited) to any or all losses or damage and destruction which arise subsequent to the release of freight charges and the Contractor undertakes full responsibility towards this and hold the Customer totally harmless.

This Indemnity Bond / Undertaking shall be a continuing undertaking and shall remain valid and irrevocable for all bills of The Contractor which are submitted with scanned copy of PODs.

The undersigned has full power to execute this indemnity bond on behalf of the Contractor under the capacity of Proprietor / Partner / Director / Authorized Signatory of the Company.

Place : \_\_\_\_\_

Date: \_\_\_\_\_

For (Company Name)

#### **WITNESSES :**

1. Signature .....

Signature.....

Name .....

(Name, sign & seal of Co.)

Address.....

2. Signature .....

Name .....

Address.....

515434/2021/HEP-LGX88100

**FORMAT-III****FORM FURNISHING INFORMATION ABOUT DAMAGE/ SHORTAGE/ DISCREPANCY**

**(to be furnished invariably by the CCSP (Courier Cargo Service Provider) immediately on receipt of intimation by them in duplicate under acknowledgement and the acknowledged copy to be submitted on „freight billing“)**

The consignment as under is reported to have delivered in shortage/ damaged/ discrepancy condition as per acknowledgement obtained from Consignee overleaf the L/R.

**Consignment Note (L/R) No**

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**Freight Bill No.**

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**Dispatch Advice Note No.**

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**Work Order No.**

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**Freight charges: (Rs)**

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**Consignee**

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**Destination:**

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***Particulars of damage/shortage/discrepancy reproduced as reported:***

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1. We accept and acknowledge foregoing strictly without prejudice to our rights, contentions and immunities.
2. We undertake and agree that we shall be solely and entirely responsible for the dues, and liable to compensate BHEL for the losses/damage resulting out of this cause.
3. We have no objection and give our consent for deduction/ recovery of freight bill passed for payment to us in full or part proportionate to the loss/damage as applicable from our running bills.
4. We shall not indulge in any defense of whatsoever nature on this matter.
5. This is issued under contractual obligations solely for the purpose of enabling the Consignor to lodge and substantiate a claim against their insurers/underwriters with whom the subject consignment was insured whilst in transit
6. **Encl:**(1) Copy of FIR lodged, (2) Comments/Remarks of Consignee, (3) Received L/R copy, (4) Insurance Survey/Damage Report. [Please  mark]

**Date:**  
**Seal**

**(Authorized signatory of the CCSP affixing the Company**


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(For endorsement by concerned Commercial Group)



NIT Ref: LGX / RC / E-00424

**ANNEXURE-II****PART-II : PRICE BID**

Sl No.	Weight Slab	Other than Hilly region (excluding GST)	Hilly region* (excluding GST)
1	Upto 200 kg Minimum Rs. 350/- per consignment Will be payable if weight is very low.  Business Quantity (BQ) by weight	Rs. per kg (if figure)  Rs. per kg (in words)  Min freight of Rs. 350/- per L/R shall be payable. ESS charges will be extra, if applicable.  125945 kg	Rs. per kg (if figure)  Rs. per kg (in words)  Min freight of Rs. 500/- per L/R shall be payable. ESS charges will be extra if applicable.  12704 kg
2	>200 kg and upto 500 kg Minimum Rs. 350/- per consignment Will be payable if weight is very low.  Business Quantity (BQ) by weight	Rs. per kg (if figure)  Rs. per kg (in words)  Min freight of Rs. 350/- per L/R shall be payable. ESS charges will be extra, if applicable.  83963 kg	Rs. per kg (if figure)  Rs. per kg (in words)  Min freight of Rs. 500/- per L/R shall be payable. ESS charges will be extra if applicable.  8470 kg
3	>500 kg and upto 1000 kg  Business Quantity (BQ) by weight	Rs. per kg (if figure)  Rs. per kg (in words)  150286 kg	Rs. per kg (if figure)  Rs. per kg (in words)  17266 kg
4	>1000 kg and upto 2500 kg  Business Quantity (BQ) by weight	Rs. per kg (if figure)  Rs. per kg (in words)  278341 kg	Rs. per kg (if figure)  Rs. per kg (in words)  40677 kg
5	Additional charges Door delivery / Collection for ESS / ODA consignment	Firm payment of Rs. 750/- or Rs. 4.00 per kg whichever is higher.	Firm payment of Rs. 995/- or Rs. 5.30 per kg whichever is higher.

- The business quantity is tentative. It can increase/decrease during execution. Relativity can also vary.

- **\*Hilly regions:** (1) Any places beyond Siliguri in North Eastern Region (NER), (2) Beyond Rishikesh in Uttarakhand, (3) Beyond Jammu in J&K, (4) Beyond Sundersnagar in Himachal Pradesh, (5) Beyond Guwahati in Eastern sector including Tripura, Mizoram and Meghalaya.
- Bidders are requested to quote in figures with corresponding words.
- L1 party shall be decided based on overall business value. However, work order shall be placed to overall L1 party on picked-up L1 rates in each slab/category only, after acceptance by overall L1. Bidders have to submit their bids for all categories as mentioned in price bid. In case any bidder does not submit their bid for any of the category, then their bid may liable for rejection. The quoted rate should be only upto 2 decimal places. If any party quotes in more than two decimal places their bid shall be considered with two decimal places after decimal.

(Signature &amp; Seal of bidder)