



NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/21-22/105

DATE: 11.02.2022

**SUB: TENDER DOCUMENT (IN TWO-PART BID) FOR TRANSPORTATION
RATE CONTRACT THROUGH FAST MOVING CARGO**

1. Sealed bids are invited for award of Rate contract for the Transportation of Consignments through Fast moving cargo for a period of One Year.
2. This documents shall be referred as **CDC/T/21-22/105** and it consists of the following documents

<u>Sr</u>	<u>Document</u>	<u>Pages</u>
1	Covering letter	2
2	Tender documents including General Terms and Conditions	19
3	Price Bid Format	1
4	Annexures of the tender documents	2

3. SCOPE OF WORK:

All India Transport Contracts for speedy movement of small & urgent consignments weighing up to 2500 Kgs (in multiple packages) on door collection / door delivery basis from anywhere to anywhere across 05 zones in India including Mumbai/Chennai Air/Sea ports. **For detailed scope of work, please refer Clause G-1 of tender document.**

4. **Earnest Money** of Rs. 26,600/- (Rs. Twenty six thousand six hundred only) is to be deposited in the form of various modes as per clause G-9 in favor of "BHEL Jhansi" payable at Jhansi. MSE bidders (Micro & Small) are exempted from submission of EMD subjected to submission of proper credentials i.e. valid UAM etc. MSE's Bidder to note and ensure that nature of services mentioned in MSE's certificate matches with the nature of the services as per Tender.
5. The bid is to be submitted in two parts as under:
 - a. **Part 1 –Techno-Commercial Bid** should contain all the documents mentioned at clauses G-2 & G-3 of the tender document including EMD and other annexures required for Techno-Commercial acceptance.
 - b. **Part 2 - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with "Part 2 Price Bid", Tender No. "CDC/T/21-22/105" and due date of opening only.
6. Above two sealed envelopes (Part-1 and Part-2) along with "Letter from Bidder to DGM (CDC) regarding submission of Bid" should be again sealed in a separate common envelope super scribed as "Tender No. CDC/T/21-22/105 and "Due Date of opening **04-Mar-2022** and offer must be dropped in tender box of tender room, addressed to :

**DGM (CDC)
Tender Room
Administrative Building
BHEL Jhansi – 284120 (UP)**



7. 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 **...04-Mar-2022... 13.15 Hrs**, in tender box.
8. Bid can also be accepted (**Personally dropped in the Tender Box**) up to **13.15 Hrs**, Due Date...**04-Mar-2022...** The sealed common envelope and first sealed envelope containing "Part I-Technical Bid" will be opened on the same day i.e. **04-Mar-2022** at **14.00 Hrs** in the presence of bidders who wish to be present on the occasion.
9. It is preferred that offers are sent in sealed envelope. However, if the bidder chose to send the offer through E-mail, offers received through E-mail shall be considered only when such offers are complete in all respects. In cases of offers through E-mail, the offers shall be sent to **tenderbox.jhs@bhel.in**, **only (on or before 1200 hrs. of due date of tender)**, wherein the Subject of the Email should mention the Enquiry Number. Also, Email offers sent to any other Email ID shall not be entertained. BHEL shall not take any responsibility if the offers are incomplete or if the Enquiry number is not mentioned in the subject of the E-mail.
10. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
11. Contract shall be awarded to only one transporter based on selection criteria given in tender. Refer **Clause 4** of General Terms & Conditions.
12. 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.
13. In case it comes to notice of BHEL at a later stage that any of the transporter 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.
14. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **8 AM to 4 PM**.
15. Any request for change of opening date of tender shall not be entertained.

Note: - Dropping of tender in tender box within schedule date & time is the responsibility of the bidder.

**DGM (CDC)
BHEL Jhansi**



BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi- 284120

Central Dispatch Cell

TENDER DOCUMENT

For

**All India Fast Moving Cargo Contract for
consignments weighing up to 2500 kgs (in multiple
packages) on door collection / door delivery basis.**

**Tender Document No.
CDC/T/21-22/105
Dated: 11th Feb, 2022**

As per



INDEX

Sr.	Clause No	Title	Page No
1	G-1	Detailed Scope of Work	5
2	G-2	Pre-qualifying Criteria	6
3	G-3	Statutory Documents	7-8
4	G-4	Bid Evaluation Criteria	9
5	G-5	Offer Validity	9
6	G-6	Bidders shall take note and ensure the following	9
7	G-7	BHEL Reserves the Right to	10
8	G-8	Contract Agreement	10-11
9	G-9	Earnest Money Deposit (EMD)	11
10	G-10	Performance Security Deposit (PSD)	11-12
11	G-11	Tenure, Extension & Termination of Contract	12-13
12	G-12	Collection of Consignment	13
13	G-13	Consignment Weight/Measurements	13
14	G-14	Dispatch Documents	14
15	G-15	Safety of Consignment	14-15
16	G-16	Transit Insurance	15-16
17	G-17	Detention, Demurrage, Wharfage & Storage	16
18	G-18	Transit Period	16-17
19	G-19	Penalty for Delay in Delivery	17
20	G-20	Delivery & Acknowledgement	17
21	G-21	Freight Payment	18
22	G-22	Freight Escalation	19
23	G-23	GST Clause (Taxes & Duties)	19
24	G-24	Risk & Cost / Penalty	19
25	G-25	Performance Evaluation / Business Distribution	19
26	G-26	Statutory Obligation of Bidder	20
27	G-27	Indemnity	20-21
28	G-28	Arbitration	21
29	G-29	Jurisdiction	21
30		Price Bid Format	22
31	G-A	Check List for Offer Evaluation (Annexure – “G-A”)	23
32	G-M	Guidelines For Dealing With “Discrepancy In Words & Figures (Annexure – “G-M”)	24

People



G-1) DETAILED SCOPE OF WORK

1.1. This contracts will cover transportation of consignments weighing up to 2500 Kgs (in multiple packages) such as Transformers / Locomotive spares, raw materials, components, fittings items etc. to / from BHEL Jhansi to / from various destinations across following 05 zones OR to / from one zone to another zone in India. **However, Maximum Weight (Actual/Voluminous) of the Single box to be offered for transportation should not be more than 250 Kg/36 Cubic feet. In case of Inter-zone transportation, rates of zone having higher rates shall be applicable.**

- **North Zone** (Jammu, Punjab, Himachal Pradesh, Haryana, Delhi (NCR), Uttarakand, Uttar Pradesh, Rajasthan, Chandigarh)
- **West Zone** (Madhya Pradesh, Gujarat, Maharashtra, Goa, Dadra Nagar Haveli, Daman & Diu)
- **South Zone** (Kerala, Karnataka, Andhra Pradesh, Tamil Nadu, Telangana)
- **East Zone** (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa)
- **North-East / Special Zone** (Assam, Sikkim, 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.

1.2. Minimum Chargeable weight shall be **50 Kgs.**

1.3. Rate quoted should be 'All Inclusive Rates'. No additional charges like Docket charges, Door collection/delivery charges, handling charges etc., shall be paid extra. However, following **ODA/ OCA Charges** will be paid extra in case of Collection / Delivery Point located more than 25km. radius away from nearest Branch Office (Note: Up to 25 km one way i.e. up & down 50km).

Weight	ODA/OCA Charges per LR
Up to 250 Kgs	Rs 600/-
From 251 Kgs to 500 Kgs	Rs 1000/-
From 501 Kgs to 1000 Kgs	Rs 1500/-
From 1001 Kgs to 2500 Kgs	Rs 2000/-

1.4. The approximate **Business volume** in one year' period is expected to be 53529 Kgs with a variation up to +30%.



G-2) **PRE-QUALIFICATION CRITERIA**

The bidder shall ensure to comply with the following and submit all relevant documents in Part-1 bid to be eligible for this rate contract: -

FINANCIAL STRENGTH & EXPERIENCE:

- a) **Turnover** – Average Annual turnover (business from **Fast moving cargo service/ Express cargo service**) should be at least **Rs. 3.98 Lakhs** for any 03 financial years in last 07 years, ending 31st March 2021.

Duly Audited Financial annual statement by CA **OR** Cumulative CA certificate may be submitted in support of Turnover. If turnover details of all three years are not available then average shall be calculated by dividing the available year's turnover by 3.

- b) **Experience** – Bidder should have minimum 02 years' experience (in one or more than one contract) in the Transportation business of Fast moving cargo service/ Express cargo service in last 07 years. Bidder should have minimum 02 years' experience in the Transportation business of **Fast moving cargo service/ Express cargo service** in last 07 years, ending on 31st Jan 2022.

Followings supporting documents is to be submitted in support of above eligibility criteria:-

- Memorandum of Association/ Articles of Association/ Copy of Registration/Any other relevant documents of bidder indicating that bidder is in to business of Fast moving cargo service/ Express cargo service.
 - Monthly/Quarterly GST return clearly indicating HSN wise summary of turnover in the Transportation business of Fast moving cargo service/ Express cargo service indicating 02 years' experience in last 07 years, ending on 31st Jan 2022. Further bidder may submit the Contract copy/PO/LOI/GST invoices in support of the required experience.
- c) **Number of Branches** – Bidder should have minimum of 50 (**Fifty**) operative branches / authorized franchise offices for delivery / collection of consignments. The branches / authorized franchise offices list should be provided along with the bid.
- d) Bidder must have an office in Jhansi, equipped with a computer with e-mail facility and a mobile phone. If not, Bidder has to establish the above within 30 days of issue of LOI. In case of failure to establish the above facilities within the stipulated time, EMD may be forfeited.
- e) The tender committee will review the credibility of the bidder and may visit the work place. Bidders will be rejected if the bidder is found unfit.

Peepale



G-3) STATUTORY DOCUMENTS

- 3.1. The following documents along with a covering letter should be attached with the offer (Techno-Commercial Bid, Part-1). All the document should be page numbered.
 - a. Check List for Scrutiny on Bid Opening duly filled by bidder (Annexure G-A).
 - b. Earnest Money of Rs. 26,600/- (Rs. Twenty six thousand six hundred only)
 - c. Supporting documents for Turnover & Experience as per clause G.2 (a) & G.2 (b).
 - d. Printed Branch list as per clause G.2 (c).
 - e. Details of Staff, e-mail address, Mobile No. at Jhansi Office as per clause G.2 (d).
 - f. Self-Declaration on Rs.100/- non-judicial stamp paper as per Clause 3.2 and Clause 3.4.
 - g. Copy of tender document signed by authorized signatory and stamped on each and every page as a token of acceptance.
 - h. BLANK PRICE BID duly signed and stamped (Price bid in prescribed format without price).
 - i. A sealed envelope-containing price bid.
- 3.2. 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. 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.
 - d. Neither any arbitration case pending with any of the BHEL units nor penalized in any arbitration case.
 - e. Certifying that their EMD / Security Deposit has not been forfeited in BHEL Jhansi under any contract during last two financial years (2019-20 & 2020-21) on account of non-performance.
- 3.3. 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 single proprietorship, full name, address, place & nature of business & license relating to the transportation work.
 - d. 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.



- e. 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.
 - f. 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.
- 3.4. The Bidder shall disclose /confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.
- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
 - (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN (in case of Directors) and PAN (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.
 - (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director / Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
 - (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor / common Partner(s) common Director(s).
 - (v) 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 provision 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 the 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.
- The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause (iii), (iv) and (v) shall be liable to be summarily rejected.

G-4) BID EVALUATION CRITERIA:

- 4.1. Part-1 Techno-commercial bids (refer Clause G-2 & G-3) received shall be first evaluated in regard to compliance with tender and contract terms & conditions. Bids qualifying these criteria only shall be considered for Opening of price bid (Part-2).
- 4.2. L1 shall be decided on the Grand Total quoted in Price Bid format & **the contract shall be awarded to only one bidder i.e. L1 bidder.**



- 4.3. In the course of evaluation, if more than one bidder happen to occupy L-1 status and the order is to be finalised on a single bidder, effective L-1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by, a toss / draw of lots, in the presence of the respective L1 bidder(s). BHEL's decision in such situations shall be final and binding.
- 4.4. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on **Annexure 'G-M'**.

G-5) OFFER VALIDITY:

- 5.1. Tenders should remain valid for acceptance for a minimum period of 90 days from the date of part-1 bid opening.
- 5.2. The **"RATE"** quoted shall on **"RUPEES PER KG BASIS"** for the 05 different zones, irrespective of the distance.
- 5.3. Rate quoted should be 'All Inclusive Rates'. No additional charges like Docket charges, Door collection/delivery charges, handling charges etc., shall be paid extra except **ODA/ OCA Charges, Go down / Storage charges**.
- 5.4. Price variation due to change in diesel price shall be compensated as per PVC Clause (G-22).

G-6) BIDDERS SHALL TAKE NOTE AND ENSURE THE FOLLOWING:

- 6.1. The bidders shall closely pursue all the clauses of the tender documents 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.
- 6.2. The offers shall be submitted under TWO-PART bid system, enclosing the Price bid in separate envelope.
- 6.3. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. Rates should be filled in words also.
- 6.4. When photocopy of a document is submitted along with the tender it must be self-attested / attested by Public Notary or Gazette Officer.
- 6.5. Non-compliance with any of the tender conditions set forth thereon and incomplete, conditional and ambiguous offers are liable for rejection.
- 6.6. 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.

As per



G-7) BHEL RESERVES THE RIGHT TO: -

- 7.1. 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.
- 7.2. 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.
- 7.3. Evaluate the bids as per BHEL norms by the 'Tender Finalization Committee' (TFC) duly constituted by the BHEL management and its decision shall be final and binding on the transporter.
- 7.4. Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of transporters, split the award without assigning any reasons thereof.
- 7.5. Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
- 7.6. Have parallel contract at the same rate or different rates with any number of transporters for any destination.
- 7.7. Award rate contract either partly or in combination thereof or fully simultaneously with any transporters as it may deem fit at the beginning of the rate contract or at any time during the currency of contract.
- 7.8. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 7.9. Ensure selection of transporters as far as possible on 'low to high' rating of their quoted rates computed with the quantum of business under rate contract, but overriding consideration will be applied to satisfy and justify BHEL's operational requirement of handling incoming consignments from multiple sites requiring wide network of branches as also the transporters having their Head Office locally.
- 7.10. Allot business loading subject to compliance of the following, within thirty (30) days from the letter of intent (LOI):
 - a) Establishing local office with facilities as required.
 - b) 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-8) CONTRACT AGREEMENT:

- 8.1. Within 07 days from award of contract, Successful Bidder shall entered into Contract agreement (send by BHEL) on a valid non-judicial stamp paper of Rs. 100/-, which deemed to form an integral part of the contract.
- 8.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in toto.

Perforated



- 8.3. The transportation rate contract being on All India basis, the H.O of the transporter 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-9) EARNEST MONEY DEPOSIT (EMD)

- 9.1. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT) in the following forms from any of the BHEL Consortium Banks or Nationalized banks only payable to "BHEL, JHANSI" along with the 'techno-commercial' bid. Tenders not confirming to this condition will be summarily rejected:

- Through POS machine in Cash section at BHEL Jhansi (before tender opening)
- Electronic Fund Transfer credited in BHEL account (before tender opening)

**BHEL ACCOUNT DETAILS: BANK NAME: - STATE BANK OF INDIA;
A/C NO. : - 10670828866; IFSCODE: - SBIN0003807
A/C HOLDER NAME: - BHARAT HEAVY ELECTRICALS LIMITED**

- 9.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders on his request within a reasonable time after the award of the contract. EMD may be converted to PSD.
- 9.3. 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.
- 9.4. Earnest Money Deposit (EMD) shall not carry any interest.

G-10) PERFORMANCE SECURITY DEPOSIT (PSD)

- 10.1. Performance security deposit shall be valid for the entire period of contract and a further claim period of six (06) 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.
- 10.2. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value may be deposited in the following form within 30 days of issue of LOI:
- 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)

Recptd



- 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 Department of BHEL under receipt in duplicate with copy of receipt submitted to department.
 - h. The Performance Security Deposit shall not carry any interest.
 - i. Performance security deposit shall be released to the contractor upon fulfillment of contract obligations as per terms of contract.
- 10.3. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.
- 10.4. If the transporter fails to deposit PSD within the stipulated period after getting the LOI, the EMD may be forfeited and appropriate action shall be taken.
- 10.5. If the transporter fails to perform satisfactorily as per the contract, PSD may be forfeited.

G-11) TENURE, EXTENSION & TERMINATION OF CONTRACT:

- 11.1. **TENURE:** Unless specified otherwise in tender notice or mutually agreed, the contract shall be valid for a period of 01 year 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.
- 11.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.
- 11.3. **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.
- 11.4. If the transporter 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 transporter 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 transporter under this contract.



- 11.5. The contract may be terminated at any time without paying any compensation whatsoever to the transporters 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.
- 11.6. If a transporter after issue of LOI/ 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.
- 11.7. BHEL may enter into parallel contracts simultaneously with any other transporters 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 arise.

G-12) COLLECTION OF CONSIGNMENTS

- 12.1. At least 2 days advance notice for placement of vehicle for pick up will be given by BHEL OR BHEL suppliers indicating required date of placement of vehicle. The transporters are expected to place the vehicle on the demanded date.
- 12.2. In case the vehicle is not placed on the demanded date, consignment shall be sent to Transporters office by BHEL OR BHEL's supplier and a **penalty of Rs. 500/- shall be imposed per case.**
- 12.3. BHEL Security regulations shall be followed strictly by the Contractor.
- 12.4. Bidder shall ensure to collect necessary documents as mentioned in relevant clause of tender document.

G-13) CONSIGNMENT WEIGHT / MEASUREMENTS:

- 13.1 This contract will cover transportation of consignments weighing up to 2500 Kgs (in multiple packages). However, Maximum Weight (Actual/Voluminous) of the Single box to be offered for transportation should not be more than **250 Kg/36 Cubic feet.**
- 13.2 Minimum Chargeable weight shall be **50 Kgs.**
- 13.3 **VOLUMETRIC WEIGHT CHARGES** - The freight amount for the consignment falling under voluminous category will be calculated as under to arrive at equivalent weight:- **One cubic feet shall be equivalent to 10 kgs.**

Only when volume-equated weight is more than actual/design weight, the consignment will be declared as voluminous.

- 13.4 Actual weight / Design weight/ Voluminous weight shall be taken for the purpose of Freight calculation (Charged weight). However, in special circumstances, weight declared by the supplier in challan or by CDC will be considered when weighment is not possible subject to authorization by In-charge CDC/Stores (minimum level E6). Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.

As per



G-14) DISPATCH DOCUMENTS:

- 14.1. While accepting the consignments for transportation, the bidder shall ensure to collect all the necessary documents from the consignor viz.
 - a) Dispatch Advice Note/Challan, (DAN)
 - b) 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.
- 14.2. 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.
- 14.3. In case the bidder fails to deliver original Excise Gate Pass (duplicate for bidder to claim ITC on GST) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on bidder.
- 14.4. Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, bidder shall collect the same from customer's office en-route.
- 14.5. 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.
- 14.6. Tracking of docket should be available on the internet.

G-15) SAFETY OF CONSIGNMENT:

- 15.1. 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.
- 15.2. 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.
- 15.3. The bidder will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 15.4. 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.
- 15.5. Bidder shall not auction any material belonging to BHEL, where customer/supplier has 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.



- 15.6. 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-16) TRANSIT INSURANCE:

- 16.1. Transit insurance of the consignment shall be covered by BHEL / Consignee / Supplier. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.
- 16.2. Transit insurance of the consignment shall be covered under Open Marine Policy of BHEL/Consignee as the case may be subject to excess as per the insurance policy. At present this excess is Rs 20,000/- or 0.25% of consignment value, whichever is higher & may change from time to time.
- 16.3. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the transporter of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.
- 16.4. Position as above shall not absolve the transporter 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.
- 16.5. The transporter's consignment note (LR) shall be acceptable to insurance company. In addition, the transporter shall get 'LEGAL LIABILITY' from Insurance Company for Insurance Cover.
- 16.6. 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 transporter.
- 16.7. The transporter 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 transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorized 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.
- 16.8. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 16.9. Transporters 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.

As per



- 16.10. In case a vehicle meets an accident en-route, the transporter shall immediately inform BHEL, furnishing details of the mishap, copy of FIR, photographs and damage report etc. to enable BHEL arrange survey, if required. The transporter shall move such consignment only after specific clearance is given by BHEL.
- 16.11. In case of accident freight charges from loading point to accident place, reloading charges and freight charges from accident place to pick-up point will be paid to the transporter if these are paid by the underwriters to BHEL. No freight bill for movement of such consignment shall be entertained till BHEL/Customer's insurance claim is settled.
- 16.12. Transporter will furnish the damage / shortage certificate in the BHEL prescribed format within 15 days from the date of accident or damages / shortage / missing remarks at receipted LR. In addition, if damage found in sound box within 06 months from the date of delivery of consignment, the transporter is liable to furnish the damage / shortage certificate within 15 days as and when asked by BHEL.
- 16.13. Transporter will intimate BHEL within 24 Hours via Phone, fax, letter etc. to any damage / shortage / missing / pilferage/ stolen of the item / consignment in the custody of transporter
- 16.14. Each and every delivery of consignment is to be get signed by person taking the delivery, with designation and mobile No. and to be furnished to BHEL.

G-17) **DETENTION, DEMURRAGE, WHARFAGE & STORAGE:**

- 17.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the bidder.
- 17.2. However, go down / storage charges with watch & ward shall be payable in exceptionally warranting situations, for the period of BHEL authorized 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 authorized representative(s), **at the rate of 5 paise per Kg per day after one month.**

G-18) **TRANSIT PERIOD:**

The transit period shall commence from date of LR/Docket OR date of EXIT from factory premises, whichever is later.

- 18.1. **TOTAL ALLOWABLE TRANSIT PERIOD:** - Transit Time (as per table given below) + 1 Day for Booking + 1 Day for Delivery.

Allowable Transit Time shall be as under: -

Sr. no.	Distance	Transit time
01	Up to 500 Km	06 days
02	501- 1000 Km	07 days
03	Above 1000 Km	10 days
04	Destination in North-East / Special Zone	15 days



- 18.2. In case of delay in completion of documents by BHEL like waybill etc. which cannot be attributed to transporter, the additional transit period up to 15 days shall be allowed with the approval of CDC head not below the rank of DGM. For delay of more than 15 days due to such reasons, additional transit period can be allowed with the approval of GM.
- 18.3. The following shall amount to force Majeure - Acts of God, Acts of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which transporter has no control. Mechanical failure shall not come under force majeure. Delay attributable to above force-majeure conditions will be reviewed by Head CDC / CRX on representation by transporter on case to case basis for granting relief on merit.

G-19) PENALTY FOR DELAYED DELIVERY:

Sr. no.	Delay	% of Penalty
01	Up to 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 BASIC FREIGHT CHARGES of the consignment EXCLUDING OCTROI AND GST.

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

G-20) DELIVERY & ACKNOWLEDGEMENT:

- 20.1. 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.
- 20.2. 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

People



G-21) FREIGHT PAYMENT:

- 21.1. Payments will be released within 45 days from the date of submission of complete Bill (Online GST bill with digitally signed is also acceptable) in all respects. Consignee's acknowledgement obtained on the POD/GR should clearly indicate the date of delivery with signature, name & seal of the consignee. Subject to clear documentation, freight payment will be made through Electronic Fund Transfer after deducting TDS as per applicable law. Total freight amount will be rounded off to nearest full rupee value for claiming freight charges.
- 21.2. Transporter has to furnish original / scanned copy of POD along with the bills,
- 21.3. 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.
- 21.4. Incomplete bills shall be returned back to the transporter indicating deficiencies in the bill.
- 21.5. 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.
- 21.6. 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
- 21.7. 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: -
 - a. Submission of Non-Payment Certificate issued by the consignee to the bidder on Performa as specified by BHEL.
 - b. 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.
- 21.8. Freight Bills submitted after 90 days from the date of delivery will not be accepted unless bidder explains the delay in writing.
- 21.9. 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.
- 21.10. Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 21.11. In terms of Goods & Service Tax applicable under prevailing Act thereto (In case bidder has opted Reverse charge method), the bidders in their freight bills will ensure an endorsement of certificate stating that they have not availed Input Tax Credit on GST paid on inputs or capital goods.

As per



G-22) FREIGHT ESCALATION

- 22.1. The rates agreed between BHEL and the transporters will remain firm during the contract. However, PVC shall be applicable and this increase/decrease will be calculated on monthly basis. 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 of Diesel rate (i.e. @Rs. 93.57/- on the date of estimate, 12.10.2021). Any increase/decrease so allowed to the transporters will be extra/less and form the part of basic freight.
- 22.2. The rates at which the work is awarded initially will remain firm till the end of that month without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm up to 31st January. The revised freight rate will be calculated and made effective from the 1st day of each of subsequent months.
- 22.3. The retail sale price (RSP) of diesel applicable for State Capital (Lucknow) obtained from the website shall be the basis for calculation of Price Change of freight rates.
- 22.4. The freight rates prevailing on the date of LR from plant shall be applicable for that consignment.
- 22.5. Freight increase on any other account will not be permissible.

G-23) GST CLAUSE (TAXES & DUTIES):

- 23.1 GST shall be payable as per applicable rate. At present rate is 18%.
- 23.2 In case of GST credit is denied by GST portal due to improper documentation OR wrong uploading of data by bidder, the same will be recovered from the bidder along with interest, if any.

G-24) RISK & COST / PENALTY -

In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall have a right to get incomplete work completed at Transporters' risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

G-25) PERFORMANCE EVALUATION:

The performance of the transporters shall be evaluated, based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting and timely submission of freight bills.



G-26) STATUTORY OBLIGATIONS OF TRANSPORTER:

- 26.1. The transporter 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.
- 26.2. The transporter shall indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority. The transporter shall whenever require 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.
- 26.3. The transporter shall accept liability for compensation in accordance with the provision of the Workmen'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.
- 26.4. 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 transporters; the transporters 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-27) INDEMNITY:

- 27.1. The transporter shall have to indemnify and keep indemnified BHEL Jhansi from and against claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes or fine or compensation levied or imposed under the statute or otherwise by any judicial or quasi-judicial or any authority.
- 27.2. The transporter shall indemnify and keep indemnified the BHEL 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 transporters, their workmen servants or agents.

As per



27.3. The transporters 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-28) ARBITRATION:

In the event of a dispute, controversies or claims between the PARTIES (i.e. BHEL Jhansi and Contractor) in connection with this tender (including any dispute as to its validity, meaning, effect or termination), the dispute shall in the first instance be resolved amicably by the PARTIES. In the event that the dispute cannot be resolved amicably by the PARTIES then such dispute shall be finally settled by arbitration under by arbitration under the Arbitration and Conciliation Act, 1996 of India or amendments thereof by the Sole Arbitrator. The unit head of BHEL Jhansi shall appoint Sole arbitrator. The arbitrators shall be fluent and well conversant with the English language. The arbitration proceedings shall be conducted in English language. Documents shall be submitted in English. The arbitrators shall give a reasoned award. The decision of the arbitrators shall be final and binding upon the Parties. The venue of arbitration shall be Jhansi

G-29) 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.

Note: The applicability and extent of the provisions under 'Tender & Contract Terms and Conditions' shall be forming an integral part of the tender documents in totality as also the Notice Inviting Tender (NIT) as far as the exact scope and nature of transportation rate contract.



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI
General Terms & Conditions of Transportation by Fast Moving Cargo

Tender Document No. CDC/T/21-22/105

PRICE BID

Our best offer against your Tender Enquiry No. CDC/T/21-22/105 for "Transportation of Fast Moving Cargo weighing up to 2500 Kgs (in multiple package) from BHEL Jhansi to various destinations across following 5 zones in India or vice versa are as follows: -

Sl. No.	ZONES	Business Volume (Kgs)	Rate (Rs./Kgs)	Total Cost (Rs.)
		(A)	(B)	(A X B)
1	North Zone (Jammu, Punjab, Himachal Pradesh, Haryana, Delhi (NCR), Uttarakhand, Uttar Pradesh, Rajasthan, Chandigarh)	4601		
2	West Zone (Madhya Pradesh, Gujarat, Goa, Maharashtra, Dadra Nagar Haveli, Daman & Diu)	13159		
3	South Zone (Kerala, Karnataka, Andhra Pradesh, Telangana, Tamil Nadu)	17864		
4	East Zone (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa, Sikkim)	15719		
5	North-East / Special Zone (Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Nagaland, Meghalaya, Lakshadweep, Andaman & Nicobar island, Pondicherry, Kashmir)	2184		
GRAND TOTAL				
Grand Total (in word) –				

Note:

- Rate quoted should be 'All Inclusive Rates'.
- LI shall be decided on the Grand Total quoted in Price Bid format & the contract shall be awarded to only **one bidder i.e. LI bidder**.
- No additional charges like Docket charges, Door collection/delivery charges, handling charges etc., shall be paid extra except **ODA/ OCA Charges, Go down / Storage charges**.
- Business volume of individual zone is only indicative & may be increased/decreased. However, Contract will be governed based on the Total Contract value with variation up to +30%.
- GST shall be paid extra as applicable.

Signature and Seal of the Bidder

Deepak



CHECK LIST FOR OFFER EVALUATION

Annexure -'G-A'

(Forming part of Techno-commercial [Part-1] bid)

(All statements to be substantiated with documentarily evidencing the same in the name of Bidder / firm only. Enclosures to be submitted orderly placed, serially numbered & properly Secured / bound , leaving no loose sheets)

Sr. No	Particulars for evaluation of techno-commercial bid	Comments/ Remarks by Bidder	Compliance enclosed at page...of offer
1	Is bid submission strictly in order as per tender terms & conditions. Have all the statutory documents required as per Clause G-3 of Tender document submitted?		
2	EMD of Rs. 26,600/- (Rs. Twenty six thousand six hundred only)		
3	Supporting documents for Turnover & Experience as per clause G.2 (a) & G.2 (b).		
4	Printed Branch list as per clause G.2 (c).		
5	Details of Staff, e-mail address, Mobile No. at Jhansi Office as per clause G.2 (d).		
6	Self-Declaration on Rs.100/- non-judicial stamp paper as per Clause 3.2 and Clause 3.4.		
7	Tender Document including blank price bids duly signed and stamped by bidder as a token of acceptance		
8	Price Bid - Schedule of Rates (Part-II) in separate envelope		
9	Specific deviations if any, to our Terms & Conditions (enclosed separate sheet)		
Place: Signature of the authorized signatory affixing official Seal of the bidder			
Name			
Date : Designation			

People



Annexure-G-M

Sub: GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES-QUOTED IN PRICE BID

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above
- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Deputy