

Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore, Karnataka

Phone No: 080-2699 8120
080-2699 8998
Dept.: Goods Inwards Dept.

1. Tender Number / Reference : **CE-MM-GI/373/CCC/2021-23, Date: 18/12/2020**
2. Name of work : **Courier Cargo Contract (Surface Courier)**
3. Completion Time : **24 Months**
4. Estimated cost : **Rs. 74.08 Lakhs (Excluding GST)**
5. Earnest Money Deposit : **Rs. 89,000/- (Rupees Eighty Nine Thousand Only)**
6. Last day and time for submission of duly filled tender document : **Before 1: 00 PM on 11.01.2021**
7. Place of submission of tender : **AT RECEPTION, TENDER BOX No. 07 / FS & T
BHEL- / ELECTRONICS DIVISION
MYSORE ROAD, BANGALORE – 560 026
KARNATAKA**
8. Date and time of Technical Bid Opening : **At 1: 30 PM on 11.01.2021**
9. Techno Commercial Bid and Terms and conditions : **17 Pages**
10. Price Bid : **01 Page**
11. Total Tender pages : **18 Pages**

NOTE:

1. The tenderer shall submit the duly filled tender documents after affixing signature on all the pages.
2. **Part – A : TECHNICAL BID** (Page 1 to 17), along with EMD and documents as per PQR to be submitted in a separate sealed cover.
3. **Part- B: PRICE BID** (Page No. 18), to be submitted in a separate sealed cover.
4. Tender Processing Officers :
 - i). **Mr. T N Srinivasamurthy** : AGM / CE MM – Goods Inwards Dept.
(Phone No. : 080-2699 8998) / Email ID: srinivasamurthytn@bhel.in
 - ii). **Mr. V J Chandra Kumar** : Sr. Engineer – Goods Inwards Dept.
(Phone No. : 080-2699 8120) / Email ID: chandrakumar@bhel.in

Terms and Conditions

COURIER (SPEED) CARGO CONTRACT : 2021 - 23

Tender Notice : Sealed tenders are invited from reputed **surface courier transporters** having fleet of network and experience in cargo carrying work with a wide network of booking and delivery branches all over India.

Scope of work :

Door pick-up and delivery of consignments comprising of electronic / electrical / mechanical components, equipment and Raw materials, chemicals, documents etc., from places :

- (1) Anywhere in India to BHEL-EDN / BHEL-ESD, Bangalore and
- (2) From BHEL-EDN / BHEL-ESD / Bangalore Airport to anywhere in India, including project sites.

Rates shall be quoted as per the weight slab indicated in the schedule of rates **(Part - B - Price bid)**

In case of non-availability of branch from the point of Pick-up, contractor must make arrangements immediately for pickup / delivery from their nearest branch.

Splitting of the contract : It is intended to award the contract on **two contractors**, L1 and L2, covering all schedules in the ratio of **60:40** respectively, at uniform rates. In the event of single response or single eligible bidder after technical scrutiny, contract for full quantity will be awarded on one bidder.

Duration of the Contract : Contract will be for a period of **two years** from the date of awarding the contract, with provision of three months extension if BHEL requires, on the same terms and conditions.

Value of the Work : The approximate total billing value of this contract will be around **Rs.74.08 Lakhs (Rupees Seventy Four Lakh and Eight Thousand Only)** for two year period.

Earnest Money Deposit (EMD) : The tenderers must submit **EMD along with Techno-Commercial Bid** for **Rs.89,000/- (Rupees Eighty Nine Thousand Only)**, which is 2 % of the Maximum contract value to be awarded on one contractor (i.e. 60 % of estimate).

EMD is accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act.
- (ii) Electronic Fund Transfer credited in BHEL EDN account. A copy of payment receipt has to be attached (Refer Appendix II for instructions).
- (iii) Banker's cheque / Pay order / Demand Draft, in favour of BHEL- EDN.
- (iv) Fixed Deposit Receipt (FDR) issued by scheduled Banks / Public Financial Institutions as defined in the companies Act (FDR should be in the name of the contractor, a/c BHEL).

Tenders without EMD or EMD in any form other than the above will not be considered.

Micro and small enterprises (MSE) are exempted from payment of EMD. These firms are required to furnish a copy of valid certificate issued by the concerned department for claiming exemption of EMD along with techno commercial tender. All procedure rules & regulations stipulated by GOI to be followed.(Refer Proforma - II format, page no. 14)

EMD of all un-successful tenderers will be refunded, without any interest, within 15 days from the date of award of contract. EMD of successful tenderer can be adjusted towards security deposit payment.

- **Last Date & time for submission of tender : 11/01/2021 @ 13.00 Hours**
- **Tender Opening (Techno-commercial Bid) :** The tender will be opened on **11/01/2021 @ 13.30 Hours near Reception Tender opening room**, in the presence of the bidders who wish to be present.

Type of tender: The tender has to be submitted in **two parts** viz.

1. **TECHNO - COMMERCIAL BID (Part - A)**
 2. **PRICE BID (Part - B)**
- **TECHNO - COMMERCIAL BID (Annexure- I Part - A)** must be submitted confirming acceptance (**Page No. 1 to 17**) of tender documents to be signed with office seal as proof for acceptance) to all the clauses indicated in the tender document, list of scheduled locations(i.e. list of branch offices) and any other enclosures, which the contractor wishes to submit. These are to be enclosed in one sealed envelope superscripted with tender number & date reference and “ **PART – A TECHNO - COMMERCIAL BID** ”.

Any deviations / variations to the clauses of the tender is not acceptable and liable for rejection. Offers submitted with standard terms & conditions of courier service provider which is not matching to the requirement of this tender terms and conditions also are liable for rejection.

- **PRICE BID (Annexure – II Part – B)** as per the schedule of rates given in **Annexure- II (Page No.18)** duly filled, must be submitted in another separate sealed envelope super scribed with Tender Reference and “ **PRICE BID** ” . **This envelope must contain only the Price Bid.**

Two Separate sealed envelopes of both (A) Techno Commercial bid and (B) Price Bid must be put in **another single sealed envelope** and super scribed with tender reference & due date and **must be dropped in the FS - Box no. 7, kept at the RECEPTION area, BHEL-EDN, Bangalore within the specified date and time**. Late offers and offers through e -mail / fax/unsealed condition will not be considered. Offers posted earlier to tender opening date but received after 13.00 hours on the tender opening date or later shall be treated as late offers.

Tenders should be addressed to : ***Additional General Manager,
CE-MM – Goods inwards Dept.,
Electronics Division, BHEL,
Mysore Road, Bangalore - 560 026***

The full name and address of the person to whom all the correspondences are to be addressed should be indicated with phone / mobile no (both office & residence), fax number and preferably e-mail identification.

All the tenderers can witness the opening of 'Techno Commercial Bid' on the due date at 13.30 Hrs.

After evaluation of Techno Commercial bids, Price bids of only those tenderers who are technically accepted will be opened on a subsequent date, which will be intimated to all the Techno - commercially eligible tenderers in advance for witnessing of Price bid opening.

Rates quoted must be valid for **Three months** from the date of **opening of Techno Commercial bid**.

All the entries in the tender document should be written in one ink. All the columns in the tender form (schedule of rates) should be filled without leaving any blank and all the pages of the tender must be duly signed & stamped by the transporter. Corrections if any shall be done legibly and counter signed by the transporter. **Tenderers are to quote the price for all the schedules. Partial offer is liable for rejection.**

BHEL however reserves the right to negotiate for reduction in rates / terms of offer with lowest bidder (L1 party) or to invite fresh tender if need arises.

1.0 TERMS AND CONDITIONS:

- 1.1 Acceptance for carrying out all the scope of work as indicated in the schedule of rates format without any deviation is essential criteria for evaluation of offers.**
- 1.2** This Courier Cargo Contract will be operational for a period of **TWO YEARS** from the date of awarding the contract. Successful bidder will have to execute a contract agreement on a non-judicial stamp paper of value **Rs.200/-** with agreed terms and conditions and pay security deposit (refundable) before commencement of the work. Security deposit is as per Clause 2.0.
- 1.3 Speed is the essence of this contract.** Consignments are to be delivered within the stipulated period and acknowledgement to be obtained on Consignee copy /consignor's copy /any other copy of the docket with signature, seal and date of delivery.
- 1.4** Terms and their meaning: a) Contractor / Bidder / Transporter means the firm who quotes for this tender; b) BHEL-EDN / BHEL-ESD means Electronics Division / Electronics System Division Bharat Heavy Electricals Limited, Bangalore.
- 1.5** The consignments shall be booked on 'To be billed at BHEL - EDN Bangalore' basis from anywhere to anywhere in India and Billing for the Dockets shall be at EDN. When any consignment from EDN / ESD to BHEL sites anywhere in India is booked on 'To Pay' basis, payment for such bills will be made by the consignor.
- 1.6** Rates quoted shall be as per schedule of weight slabs with details of scope of work enclosed. **Offers with zone wise rates etc., will be liable for rejection. If there is no quote for any schedule in the price bid, the offer is liable for rejection.**

1.6A Non –conformities between the figures and words of the quoted prices:

- a. If, in the price structure quoted for the required services, there is discrepancy between the unit price and 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 unit price corrected accordingly.
- b. If there is an error in the total corresponding to the addition or subtraction of sub totals, the sub totals shall prevail and the total shall be corrected and If there is a discrepancy between words & 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 figure shall prevail subject to (a) and (b) above.
- c. If there is such discrepancy in an offer, the same is to be conveyed to the bidder with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored/rejected.

1.6B Goods and Services Tax (GST):

- i) BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No. The Bidder shall mention Bidder's GSTIN number in all quotations and invoices submitted. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- ii) Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice rules like GSTN registration No., invoice number, quantity, rate, value, taxes with nomenclature–CGST, SGST, GST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
- iii) Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.

- iv) Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- v) For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the quotation / invoice.
- vi) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied / leviable on BHEL.
- vii) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor /contractor along with interest levied/leviable on BHEL.

Goods and Services Tax as applicable shall be paid extra against GSTIN No., and certification in the bill. **However, no Freight-on-Value (FOV) / Risk-on-value (ROV) shall be admissible.**

If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), GST under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.

- 1.7 The entries in price bid shall be typed or legibly written with ink in English for all the schedules and any correction / overwriting, shall be duly signed. Contractor is advised to note the nature of door pick-up, door delivery, locations of pickup and delivery & terms and conditions while quoting.
- 1.8 The rates quoted, however, will not be applicable for the consignments booked by BHEL supplier / customer on freight paid basis if the Purchase Order term of delivery is ex-BHEL-EDN.
- 1.9 The overall L1 bidder will be arrived by multiplying the unit rate with quantity against each schedule then adding the schedule total :

Schedule	Description	Weight slab	Unit	Quantity for two(2) years
A1	Minimum freight charges up to 20 kg	0 - 20	Per docket	3099
A2	From anywhere in India to BHEL-EDN /BHEL-ESD	21 - 500	Kg	5646
A3	From anywhere in India to BHEL-EDN /BHEL-ESD	501-1000	Kg	2551
A4	From anywhere in India to BHEL-EDN /BHEL-ESD	>1000	Kg	31101
A5	From BHEL-EDN /BHEL-ESD /Bangalore airport to anywhere in India including project sites	21 - 500	Kg	90030
A6	From BHEL-EDN /BHEL-ESD /Bangalore airport to anywhere in India including project sites	501-1000	Kg	60885
A7	From BHEL-EDN /BHEL-ESD /Bangalore airport to anywhere in India including project sites	> 1000	Kg	61670
A8	Extra charge for delivery / or pick up beyond 25 KM from nearest hub / branch for unscheduled locations (i.e. 25 KM away from nearest branch office) irrespective of weight and distance.	-----	Per docket	1088

If necessary, negotiation will be held on overall amount with L1 bidder only.

The final rates of overall L1 will be counter offered to L2, L3, L4 etc., in that order till we get Confirmation for acceptance for all schedules from one bidder. In case of non-acceptance to our counter offer in full by the subsequent bidders, full quantity **will be awarded on L1**.

- 1.10 This tender document shall be deemed to form an integral part of the contract to be entered into for this work. Contractor shall execute contract agreement within 30 days of award of contract.
- 1.11 The contractor shall have warehouse facility at the destination places for storing the materials up to 60 days free of cost. This is applicable for fewer consignments only. Delivery has to be effected against DACC (Delivery against consignee copy).
- 1.12 Docket issued by the contractor should be in a preprinted original form only. Photo copy, True copy etc., will not be accepted.
- 1.13 Docket issued at the time of booking the consignment should be written legibly with all the details. BHEL-EDN Purchase Order No., should be written on the docket wherever applicable. Corrections / Alterations, if any, shall be done by totally cutting the earlier entry, without overwriting, and signed by the authorized representative of contractor. Docket with above completeness / correctness will only be considered for payment.
- 1.14 Weight, Dimension and Description of consignment mentioned in accompanying documents like packing list / Delivery Challan / Road Delivery Advice (RDA) from BHEL Regional Operations Division (ROD) shall be the basis for calculation of the parameters of the consignment.
- 1.15 Consignor copy of the docket should be given to the consignor after duly filled and signed by authorized representative of the contractor. Acknowledgement with Signature of the consignor should be obtained on the docket certifying No., of packages, size / weight and condition of the packages.
- 1.16 If the condition of the package is not sound at the time of booking, it should be recorded by the contractor representative on the docket indicating the nature of damage like wet, open box etc. If there is no mention regarding the condition of the package in the docket, it will be deemed that the "package was handed over in sound condition by the consignor".
- 1.17 While accepting the consignment for transportation, contractor's representative must ensure that all necessary documents for applicable authorities are collected so that the consignment is not seized en-route.
- 1.18 Consignments must be picked up within 24 hours from the time of intimation to the contractor indicating details of the consignment and place of booking and delivery. On failure to book the consignment by the contractor, alternate arrangements will be made and any difference in cost will be recovered from contractor's pending bills.
- 1.19 Maximum declared value of the consignments booked (at a single booking) under this contract will be Rs.100 lakhs.
- 1.20 All the incoming materials shall be delivered at the concerned receiving cell at BHEL-EDN Goods Inwards Store and all the outgoing materials shall be delivered at the respective destination / consignee.
- 1.21 BHEL-EDN may enter into parallel contract simultaneously with any other contractor or cancel the contract at any time during the contract period which may be deemed fit.
- 1.22 AGM / CE-MM shall be the accepting officer in respect of this contract.

2.0 Security Deposit & Agreement:

The successful tenderer should execute a contract agreement with all terms and conditions as per this tender document on a non-judicial stamp paper of Rs.200/- denomination for proper execution of the contract and furnish a **Security Deposit for 5%** of the final contract value which will be intimated later, for 30 months (24 months validity + 6 months claim period) from the date of award of contract.

Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL EDN, Bangalore .
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.The Bank Guarantee format shall have the approval of BHEL EDN.
- iv) Fixed Deposit Receipt (FDR) issued by scheduled banks / Public financial institutions as defined in the Companies Act. The FDR should be in the name of the Contractor A/c BHEL EDN.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kissan Vikas Patras etc., (held in the name of the contractor furnishing the security and duly endorsed/ hypothecated/ pledged , as applicable, in favour of BHEL-EDN)
- vi) **Atleast 50% of the required security deposit, including the EMD should be paid before start of the work.** Balance of the security deposit shall be recovered from the running bills @ 10 % from each of the running bills of the contractor till the total amount of the required security Deposit is collected.

Note: EMD of the successful tenderer shall be converted and adjusted against Security Deposit. The Security Deposit shall not carry any interest. Acceptance of Security Deposit against sl.no.iv) and v) above shall be subject to hypothecation or endorsement on the documents in favour of BHEL EDN. However, BHEL EDN shall not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

The Security deposit will be forfeited in the event of breach of any of the terms and conditions of this contract by the Contractor.

The Security deposit will be released after satisfactory completion of the contract if NO LIABILITIES are established and on the Contractor rendering a No Demand and No Due Certificate from ESI & PF authorities and after adjusting any sums due to BHEL EDN or any other sister division of BHEL from the Contractor.

3.0 Scheduled / Un-scheduled locations: Any destination which is located beyond **25 KM** radial distance of the scheduled destinations (DESTINATIONS / BRANCH OFFICES INDICATED BY THE TENDERER ALONG WITH TENDER OFFER) covered by the contractor will be treated as unscheduled locations for which extra charges are payable per docket basis.

All destinations for unscheduled locations shall be in accordance with the shortest route in Motoring Guide of India published by Survey of India maps / maps.google.com (web site). The distance for pick up / delivery to unscheduled locations (ODA - Outside Delivery Area) is approximately **100 km** one way only.

4.0 Transit Time: The transmit time shall be calculated at the rate of **300 KM per day exclusive of booking & delivery date**. If the due date of delivery falls on Saturday, Sunday or any other General holiday, the same shall be delivered on the next working day. **Grace time of additional 4 days shall be allowed in case of destination of unscheduled locations & project sites.**

- 4.1 a) Penalty for Delayed Delivery:** If the consignments are not delivered within the transit time, a penalty on freight charges will be levied as under.

Sl. No.	Delay in number of days	Penalty
01	1 day	2 %
02	2 days	4 %
03	3 days	8 %
04	4 – 7 days	12 %
05	> 7 days	15 %

b) Penalty shall not be levied for consignments booked on Check-on-delivery / DACC basis. However, contractor has to inform consignee in writing with all details about the arrival of such consignments for initiating necessary action for taking delivery of consignments.

c) Penalty will not be applicable on minimum charges i.e. for Schedule A1.

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

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 reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the authorized executive of BHEL subject to prompt notification by the contractor.

- 5.0 Detention Charge:** No detention charge will be paid if the vehicle is detained at BHEL-EDN / BHEL project site / Check post / anywhere else due to any reason. However, in certain cases, if the trucks are halted at site/ destination due to unavoidable situations / conditions, delay in delivery will not be counted for penalty. Concerned dept., shall certify the same.

6.0 Billing and Payment:

- 6.1** Bills must be complete with details of calculation for amount claimed. Bill shall be submitted separately for each docket enclosing acknowledgement / proof of delivery (POD) on the docket. POD in electronic delivery (non editable) mode with correct linkage to docket for proof of delivery (POD) on the docket is also acceptable for the purpose of payment.
- 6.2** In case original POD is lost, bill may be submitted with photocopy of POD with an indemnity bond. If any duplication in payment for a docket is found at a later date, penalty of amount twice the value of the bill will be levied.
- 6.3** POD acknowledgement without date of delivery will be treated as delivery beyond seven days and penalty of 15 % will be levied.
- 6.4** Bills pertaining to consignments booked from BHEL-EDN and BHEL-ESD to BHEL customers and consignments booked from BHEL customers (sites) to BHEL-EDN and BHEL-ESD shall be submitted to Head of Shipping Department at BHEL-EDN.

Bills pertain to consignments booked to BHEL-EDN and BHEL- ESD from Mumbai / Chennai airport / seaport to BHEL project sites anywhere in India shall be submitted to Head of Goods Inwards, Stores, which will be later forwarded to concerned user department for processing the bill. **PROCESSING OF ALL TYPES OF ABOVE BILLS WILL BE DONE BY THE USER**

DEPARTMENTS / UNIT ONLY.

- 6.5** If more than one consignment is booked by a consignor on the same day/same time to same destination at a time, total weight / volume will be considered for payment by clubbing all the consignments & single handling charges only will be paid.
- 6.6** Payment will be generally made within 45 days from the date of the submission of the bills clear in all respect. If there is any delay in payment due to various reasons, no interest will be paid. All payments shall be made in the name of company through Electronic Fund Transfer (EFT) only.
- 6.7** **Damage/Shortage/Loss in transit:** The PODs without any remarks at the time of delivery like open / damage condition only will be considered for payment. Bills for consignments delivered with open / damaged, short delivery condition will be paid only after settlement of claims by our underwriters or six months from the date of delivery whichever is early.
If any or part of the consignment is lost in transit due to any reason, contractor has to report immediately to EDN and provide all necessary documents within the time limit for claiming insurance by EDN. Failing which contractor will have to make good the loss to the company. In case underwriters refuse to settle the claims either partly or fully monetary loss will be debited to Contractor's account.
- 6.8** **Volumetric Weight:** Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the delivery challan / invoice / packing list / RDA by the consignor. Volumetric weight shall be calculated at the rate of **8 kg. per CFT (Cubic Feet)**.
- 6.9** **Price variation clause:** Basic freight rate only (for schedule A2 to A7) will be increased or decreased in line with variations in High Speed diesel rate of minimum Rs. 1/- litre (one rupee per litre) or more on monthly average basis. For every one rupee increase or decrease, basic freight will be increased or decreased by **Rs.0.10 per kg**. Retail selling price of HSD at Indian Oil Corporation Ltd. (IOCL) outlet in Bangalore on the date of NIT (Notice Inviting Tender) is the basis for PVC calculation.

PVC applicable for cumulative increase/ decrease in diesel rate of Rs. 1/- per litre or more on monthly average during previous month from first up to last date. Revision of rates will be made on 1st day of following month. (Ex. Revision of rates on 1st Jan'2021 will be effected based on the December 2020 monthly average fuel price and previously considered rate for revision)

However, the first revision of PVC will be made by taking into account the average rate of diesel from the date of NIT (Notice Inviting Tender) and up to the last date of the month in which the contract is awarded, provided there is variation of Rs. 1/- per litre or more during the period.
- 6.10** **Experience:** Tenderers should have executed courier cargo contract of **one contract** value of not less than **80 %** of estimate value per annum **or two such contracts** of not less than **50 %** of estimate value per annum **or three** such contracts of not less than **40 %** of estimate value per annum in any of the preceding 7 years. Completion certificate should be submitted along with the tender.
- 6.11** **Average turnover** of the tenderer in the last 3 years Financial years 2016-17, 2017-18 & 2018-19 shall be equal to or more than 30 % of estimate value per annum as evidenced by balance sheet & profit and loss account filed with IT authority OR certified accounts for the last 3 years should be submitted as proof along with the tender.
- 6.12** **Banker's certificate / Solvency certificate:** Banker's certificate (original) regarding current financial position of the company shall be submitted as per **Proforma- I, shown on page No. 12.**

7.0 Documentation:

- a) Contractor must take adequate care to collect all the required despatch documents such as Tax invoice, e-way bill, Packing list, Delivery challan, Road permit etc., from the consigner at time of booking the Consignments,
 - b) While accepting the consignments for transportation, the contractor should doubly ensure that necessary documents for check post are collected, so that the consignments are not detained enroute for want of documents.
 - c) Any detention of consignment on this account will be the contractor's responsibility.
 - d) If the consignment is detained en-route by the check post authorities and penalty such as advance tax, compound tax etc., is imposed, such penalty will have to be borne by the contractor. It is also the responsibility of the contractor to get the consignment released from the check post and deliver it in time.
 - e) The formalities of e-way bill for the material moved shall be adhered to Strictly. The Duplicate Transporter's copy of Tax Invoice should be carefully brought and handed over to the consignee along with the materials. Any loss arising out of the failure to comply with the above shall be borne by the contractor.
 - f) The Road permit / e-way bill collected from the consignor should be handed over to the Consignee without fail.
- 7.1 Wherever road permits (Form 31 or equivalents) are issued, they should be handed over to the consignee at the time of delivery of the consignment without fail and get an acknowledgement on the back of DOCKET. Otherwise any loss on account of this will be recovered from the carrier, which amounts to 12 % of invoice value as on date or at actuals whichever is applicable.
- 7.2 Transporter is fully responsible for any damage caused by their representative / staff / vehicle to BHEL property / BHEL direct or indirect employees. Value of damage as assessed by BHEL has to be made good by the transporter, failing which, it will be recovered from the transporters.
- 7.3 The BHEL is not responsible for any damage to vehicle, tools / injury to staff / representative of the transporter. BHEL is not liable to pay any compensation under such events or any other reasons what-so-ever.
- 7.4 **Risk Purchase:** In the event of transporter failing to execute the contract during the contract period, BHEL-EDN shall make alternate arrangement of transportation and in such occurrences, the additional expenditure shall be debited to pending bills or adjusted in security deposit of the contractor.
- 7.5 **Participation in tender :** Transporters who have been suspended or black-listed by any other BHEL unit will not be allowed to participate in the tender and the bidder should declare same in the tender. Even during the course of evaluation / finalization of tender if it is found that some of the transporters are black listed / barred from business transactions / under business Holiday, BHEL will not consider them for further participation in the tender.
- 7.6 All information furnished by the bidder is taken to be authentic for evaluation of tender priorities and if any information found to be incorrect / false / forged subsequently or during tenure of the contract, suitable action as deemed fit by BHEL will be taken including forfeiture of EMD /SD.
- 8.0 **Termination of the Contract:** EDN shall have the option to terminate the contract without any prior notice on account of liquidation of the contractor or on the contractor committing an act of insolvency or the character of the contractor is affected. Notwithstanding anything contained above, EDN reserves the right to terminate this contract with one month's notice by Regd. Post Acknowledgement Due or delivered in person if the contractor violates any of the terms and conditions of the contract.
- 9.0 **Extension of the Contract:** EDN reserves the right to extend the contract up to **3 months** with existing rates at the time of expiry of contract with same terms and conditions.

- 10.0 Post-contract Audit:** EDN reserves the right to carry out the post payment audit of the work and final bill including all supporting vouchers, abstracts and connected documents etc., and enforce recovery of any sum becoming due as result thereof. However, no such recovery shall be enforced after three years of passing of the final bills.
- 11.0 Liabilities of the Contractor:** General condition printed on reverse of the docket of the contractor shall not be applicable to this contract. The liability of the contractor for any loss / damage or non-delivery of the consignment shall be limited to the value of the consignment / value of the loss as decided by EDN. Any claim on the contractor in respect of loss / damage / non-delivery of the consignment shall be delivered to the contractor by consignee / consignor in writing within 6 months from the date of delivery of the consignment.
- 12.0 Laws governing this Contract:** This contract shall be governed by the Indian laws for the time being in force.
- 13.0 Arbitration:** Any dispute arising out of this contract shall be referred to the Unit Head (Executive Director as on date), Bharat Heavy Electricals Limited, Electronics Division, Bangalore 560026 or his authorized representative for sole arbitration and his decision shall be final and binding on both the parties. The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be the final, conclusive and binding on both the parties of the contract.
- 14.0 Jurisdiction:** The jurisdiction in respect of any dispute arising out of this contract shall be that of the court situated in Bangalore city only.

Your's faithfully,
For & on –behalf of BHEL-EDN
Sd /-
Chandra Kumar V J
Senior Engineer / CE - MM - GI

Proforma – I**Solvency Certificate**

[To be issued by consortium Banks as mentioned below not later than 12 months]

Ref:

Date :

This is to certify that M/s. _____ having their Registered Office at _____ is solvent to the extent of Rs..xxxxxxxx (in Words Rupees) as disclosed by the information and record which are available with the bank. This certificate is issued at the request of **M/s. BHEL – EDN, Bangalore** for Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank _____

Bank Seal /Signature/ Name of Signatory

List of consortium Bank
Appendix - I

Sl.	Nationalised Banks	Sl	Public Sector Banks
1	Allahabad bank	18	IDBI
2	Andhra bank		Foreign bank
3	Bank of Baroda	19	CITI Bank N.A
4	Canara Bank	20	Deutsche Bank AG
5	Corporation bank	21	The Hongkong and Shanghai Banking Corporation Ltd.
6	Central bank	22	Standard Chartered Bank
7	Indian Bank	23	The Royal Bank of Scotland N.V.
8	Indian Oversea Bank	24	J P Morgan
9	Oriental bank of Commerce		Private bank
10	Punjab National Bank	25	Axis Bank
11	Punjab & Sindh Bank	26	The Federal Bank Limited
12	State Bank of India	27	HDFC
13	Syndicate Bank	28	Kotak Mahindra Bank
14	UCO Bank	29	ICICI
15	Union Bank of India	30	Indusind Bank
16	United Bank of India	31	Yes Bank
17	Vijaya Bank		

Appendix II

Online Payment of EMD thro' "SBI E COLLECT"

Please refer Below for Step by step instructions.

- 1 Click on the link: <https://www.onlinesbi.com/prelogin/collecthome.htm>
- 2 Agree the terms and condition Click on proceed
- 3 Choose State of Corporate: KARNATAKA
- 4 Type of Corporate : INDUSTRY
- 5 Select Industry : BHARAT HEAVY ELECTRICALS LTD
- 6 Select category : EMPLOYEES / OTHERS
- 7 Fill the necessary information :
- 8 Make the payment through any net banking/Debit card:
- 9 Download Receipt keep it for reference.

Please note that no charges are levied for the transactions.

Benefits for MSE

Guidelines for Micro and small Enterprises for claiming exemption from EMD

MSE suppliers can avail the benefit of exemption from payment of EMD only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from date of issue of acknowledgment in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate in the Format provided below, (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with the other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents or if the required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted Officer.

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s ----- (hereafter referred to as " Company ") having its registered office at ----- is registered under MSMED Act 2006, (Entrepreneur Memorandum No ((Part-II)----- dtd ----- category: ----- (Micro / Small). (Copy enclosed).

Further verified from the books of Account that the investment of the company as per the latest audited financial year ----- as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Industry vide its notification No.S.O. 1722 (E) dated October 5, 2006:
Rs.-----Lakhs.
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act -2006:
Rs.-----Lakhs.

(Strike off whichever is not applicable)

The above investment of Rs----- Lakhs in which the permissible limit of Rs.----- Lakhs for -----Micro / Small (strike off which is not applicable) Category under MSMED Act 2006.

(OR)

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original company is ----- (dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E)dated 01.11.2013 published in the Gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership Number-

Seal of Chartered Accountant

Affidavit cum Undertaking

(to be submitted on Non-judicial stamp paper of Rs.100/-)

We, the bidder participating in the '**Courier Cargo Contract**' of goods contract tender with BHEL-Electronics Division, Mysore road, BANGALORE -26. Tender ref : **CE-MM-GI-373/ CCC 2021-23** dated --- --- ----- is hereby

(i) declare that :

(1) M/s _____

(2) _____

(3) _____

are our group concerns or affiliates, who are also engaged in transportation business.

(ii) furnishing the self-attested copies of DIN numbers (in case of Directors) and PAN number of the above concerns or affiliates listed in (i) (in case of partners / proprietors)

(iii) confirm that none of our group concerns or affiliates etc., appear on the list of banned firms/ companies by BHEL (the list available on www.bhel.com) nor any of the Director/ Partner/ Proprietor of bidder/ such group concern/ or affiliates etc., are partners of our firm / company.

(iv) Confirm that other than our firm / company, none of our group concerns/ affiliates etc., are participating in this tender either directly or indirectly through any other agency under same proprietor / common partner(s) / common Director(s).

(v) confirm BHEL may reject the bid or in case the contract has been awarded , then terminate the contract apart from taking any suitable action under the contract or applicable legal provisions or BHEL guidelines, including suspension for Business dealings, without any liability for any compensation to us if:

- BHEL discovers at any time that any statement made by us in the affidavit cum undertaking is false, fraudulent or
- any document submitted by us 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 us.

**Notary signature
company with seal**

Transporter's sign with seal of the

Note: Documentary proof shall be furnished for verification duly signed by public notary

ANNEXURE- I (UN-PRICED BID - Part A)								
Schedule for various activities of courier (speed) cargo contract ref: CE-MM-GI /373/CCC 2021-23								
Sch (1)	Description (2)	Weight slab (3)	Unit (4)	Qty for 2 years (5)	Rate/unit fig (Rs) (6)	Rate / unit (words) Rs. (7)	Total value (Rs) (8)	Remarks
A1	Minimum freight charges per Docket up to 20 kg	Per docket	Rs. / docket	3099				
A2	From anywhere in India to BHEL-EDN / BHEL-ESD	21-500	Rs / Kg	5646				
A3	From anywhere in India to BHEL-EDN / BHEL-ESD	501-1000	Rs / Kg	2551				
A4	From anywhere in India to BHEL-EDN / BHEL-ESD	>1000	Rs / Kg	31101				
A5	From BHEL-EDN / BHEL-ESD/ Bangalore airport to anywhere in India including project sites	21-500	Rs / Kg	90030				
A6	From BHEL-EDN / BHEL-ESD/ Bangalore airport to anywhere in India including project sites	501-1000	Rs / Kg	60885				
A7	From BHEL-EDN / BHEL-ESD/ Bangalore airport to anywhere in India including project sites	>1000	Rs / Kg	61670				
A8	Extra charge for delivery / or pick up beyond 25 KM from nearest Hub/ branch for unscheduled locations (ie. 25KM away from nearest branch office) irrespective of weight and distance	Per docket	Rs/ docket	1088				

Note: 1. For schedule A1 & A8, rate should be quoted per docket. For schedules A2 to A7, Quantity indicated against these schedules are the total weight handled in multiple trips. Rate quoted should be on per Kg.

2. For schedule A8 the total ODA (out of delivery Area) distance covered for delivery or pick up from the nearest Hub/ branch office to unscheduled location, approximately 100 KM. one way only

3. Rates quoted should be excluding GST. Is GST payable under reverse Charge Mechanism (RCM) ?. indicate (Yes / No). If No, please. mention the applicable GST rate. Evaluation of offer will be on cost to the company (CTC) .

4. Pl. confirm “ Quoted “ under col. 6, 7 & 8 in all rows of the price bid .

5. Bidder should quote for all the activities in all schedules for arriving overall L1 . In case of no quote for any activity, the offer shall not be considered for evaluation.

Signature with seal

Do not Quote rates in this page.

Techno-commercial bid (Part A) : Annexure - III : PRE-QUALIFICATION REQUIREMENTS (PQR)		
SI No	Description	If yes, furnish details
1	a) Is EMD for an amount of Rs. 89,000/- (Rupees Eighty Nine Thousand Only) enclosed with Techno-commercial bid ?. b) If you are claiming exemption under MSE, furnish a copy of certificate from the concerned dept., with Techno-commercial bid : Proforma - II	
2	As per constitution : If you are a company, furnish the certificate of incorporation. If you are a firm, furnish the partnership deed, power of attorney If you are a proprietary, furnish IT return with PAN card.	
3	Working experience in executing courier cargo contract service in any of preceding seven (7) years for : i) One such job valued not less than 80 % of estimate value per annum, or ii) Two such jobs each valued not less than 50 % of estimate value per annum, or iii) Three such jobs valued not less than 40 % of estimate value per annum of this tender	
4	Where your average turnover in the previous three (3) years shall be not less than 30% of estimate value per annum of this tender as evidenced by Balance sheet & Profit and loss account filed with IT authority or certified accounts for the last three (3) years?	
5	You are required to indicate : GSTIN	
6	Fleet owner ship: (photo copy of RC book, road tax paid receipts, insurance, National permit for non-Karnataka vehicles duly attested by Notary). Two LCV Vehicles: 1. Regn. No. & Date : 2. Make : 3.Capacity : Metric Ton	
7	Solvency certificate (Proforma - I) to be enclosed A certificate by Banker(solvency) for an amount of Rs. 2,00,000 /-	
8	Notarized affidavit cum undertaking (Proforma III)	
9	Whether all the pages of tender documents signed by the bidder?	
10	Contacts in Bengaluru - Name of the person - Phone / mobile no - e-mail ID - Office address	
11	Have you confirmed "Quoted as per requirement" in columns 6, 7 & 8 of the unpriced bid sheet?	

Note: The documentary proof shall be furnished for verification duly signed by public notary

ANNEXURE - II (PRICE BID - Part B)							
Schedule for various activities of courier (speed) cargo contract ref: CE-MM- GI /373/ CCC 2021-23							
Sched ules (1)	Description (2)	Weight slab (3)	Unit (4)	Qty for 2 years (5)	Rate / unit in figure (Rs) (6)	Rate / unit (in words) Rs. (7)	Total value in figures (Rs) (8) = (5)x(6)
A1	Minimum freight charges per Docket up to 20 kg	Per docket	Rs./ docket	3099			
A2	From anywhere in India to BHEL-EDN / BHEL-ESD	21 - 500	Rs / Kg	5646			
A3	From anywhere in India to BHEL-EDN / BHEL-ESD	501-1000	Rs / Kg	2551			
A4	From anywhere in India to BHEL-EDN / BHEL-ESD	>1000	Rs / Kg	31101			
A5	From BHEL-EDN / BHEL-ESD/ Bangalore airport to anywhere in India including project sites	21 - 500	Rs / Kg	90030			
A6	From BHEL-EDN / BHEL-ESD/ Bangalore airport to anywhere in India including project sites	501-1000	Rs / Kg	60885			
A7	From BHEL-EDN / BHEL-ESD/ Bangalore airport to Anywhere in India including project sites	>1000	Rs / Kg	61670			
A8	Extra charge for delivery / or pick up beyond 25 KM from nearest Hub/ branch for unscheduled locations (ie. 25KM away from nearest branch office) irrespective of weight and distance.	Per docket	Rs/ docket	1088			

Note: 1. For schedule A1 & A8 , rate should be quoted per docket. For schedules A2 to A7, Quantity indicated against these schedules are the total weight handled in multiple trips. RATE QUOTED SHOULD BE PER KG.

2. For schedule A8 is the total ODA (out of delivery Area) distance covered for delivery or pick up from the nearest Hub/ branch office to unscheduled location, approximately 100 KM. one way only.

3. Rates quoted should be excluding GST. Is GST payable under Reverse Charge Mechanism (RCM) ?. Indicate Yes / No). If No, pl. mention the applicable GST rate. Evaluation of offer will be on cost to company (CTC).

4. Bidder should quote for all the activities in all schedules for arriving overall L1. In case of no quote for any activity, the offer shall not be considered for evaluation.

Signature with seal

Quote your rates in this page for all the schedules/items, put this in a separate sealed envelope and mark :

'PRICE BID' Tender Ref.: CE-MM-GI/373/CCC/2021-23. Dtd.18.12.2020