



OFFICE OF THE Sr DGM (CDC)

NOTICE FOR INVITING TENDER

TENDER NO: CDC/T/14-15/056-R02

DATE: 30.10.2014

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

1. Sealed bids are invited for award of rate contract for the fast moving cargo for a period of Two Years with a provision of further extension of one year / part thereof on the same terms and conditions with mutual consent.
2. This documents shall be referred as **CDC/T/14-15/056-R02** and it consists of the following documents

<u>Sr</u>	<u>Document</u>	<u>Pages</u>
1	Covering letter	2
2	General Terms and Conditions	21
5	Schedule of Rates – Price Bids	1
3	Eight Annexure	8

3. **SCOPE OF WORK:**

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

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

4. The bid is to be submitted in two parts as under:

- a. **Part I –Techno-Commercial Bid** should contain all the documents including Earnest money and other annexure required for Techno-Commercial acceptance as defined in Terms and Conditions.
- b. **Part II - Price Bid** - A separate sealed envelope should contain PRICE BID and should be super-scribed with “Part II Price Bid”, Tender No. “CDC/T/14-15/056-R02” and due date of opening only.

5. Tender Opening Date (Part 1) – **19-Dec-2014, 1400 Hrs**



6. Cost of Tender Document - Rs 400/- + VAT@14%
7. **Earnest Money** of Rs. 40,000/- (Rs. Forty Thousand) is to be deposited in the form of Account Payee Bank Draft in favor of “BHEL Jhansi” payable at Jhansi.
8. Above two sealed envelopes (Part-I and Part-II) along with “Letter from Bidder to AGM (CDC) regarding submission of Bid” should be again sealed in a separate common envelope super scribed as “Tender No. CDC/T/14-15/056-R02 and “Due Date of opening -**19-Dec-2014** and addressed to :

Sr DGM (CDC)
Tender Room
Administrative Building
BHEL, Jhansi
Jhansi – 284120 (UP)
9. Above bid is to be sent under **Registered Post / Speed post**. The bid must be posted with due allowance for postal transit time so as to reach on or before **19-Dec-2014** 13.15 Hrs, in tender box.
10. Bid can also be accepted (Personally dropped in the Tender Box) up to 13.15 Hrs, Due Date...**19-Dec-2014**... The sealed common envelope and first sealed envelope containing “Part I–Technical Bid” will be opened on the same day i.e. **19-Dec-2014** at 14.00 Hrs in the presence of bidders who wish to be present on the occasion.
11. **Quotations received after DUE DATE and TIME will be treated as LATE and will NOT be considered.**
12. Work will be awarded to limited Nos. of transporters on the basis of selection criteria given in tender. Refer Clause 4.3 of General Terms & Condition
13. BHEL reserves the right to open / accept / reject / cancel / negotiate / split up any one or more groups or tender in totality without assigning any reason thereof.
14. In case it comes to notice of BHEL at a later stage that any of the 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.
15. Any clarifications on the Tender document can be sought from the undersigned till 7 days before due date of opening between **9 AM to 4 PM**.

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

AGM (CDC)
BHEL Jhansi



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

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

Tender Document No.
CDC/T/14-15/056-R02

“TERMS AND CONDITIONS”



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GENERAL TERMS & CONDITIONS

G-1) SCOPE OF WORK

The contracts will cover transportation of consignments weighing upto 2500 Kgs such as Transformers / Locomotive spares, raw materials, components, fittings items etc to / from BHEL Jhansi to / from various destinations across following 5 zones OR to / from one zone to another zone in India. In case of Inter-zone transportation, rates 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, Vidarbha, Goa, Dadra Nagar Haveli, Daman & Diu)
- **South Zone** (Kerala, Karnataka, Andhra Pradesh, Tamil Nadu)
- **East Zone** (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa, Sikkim)
- **North-East / Special Zone** (Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Nagaland, Meghalaya, Lakshadweep, Andaman & Nicobar island, Pondicherry, Kashmir)

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

- 1.1. The approximate **Business volume** in two years period is expected to be 90 MT with a variation of $\pm 30\%$.



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:-

a) **AVERAGE ANNUAL TURNOVER**

Average Annual turnover (business from transportation work) for last three financial years i.e. 2011-12, 2012-13 & 2013-14 should not be less than Rs. 7 Lakhs.

b) **EXPERIENCE**

Bidder should have minimum 3 years experience in line of Transportation of Fast Moving Cargos.

Duly Audited Financial statement / Balance Sheet / Profit & Loss account / CA Certificate to be submitted as a supporting document for the above (a) & (b). Provisional Financial statement of 2013-14 shall also be acceptable.

c) **NUMBER OF BRANCHES**

Bidder should have minimum of 175 (**One hundred seventy five**) operative branches / authorized franchise offices for delivery / collection of consignments. The branches / authorized franchise offices list should be a printed document and or available on internet.

d) Bidder must have an office in Jhansi, equipped with a computer with e-mail facility and a mobile phone. It is mandatory that the transporters should provide chain-pulley block arrangement with minimum 3MT capacity in their Jhansi go-down.



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. Receipt of Cost of Tender of Rs 400/- + VAT@14%
 - c. Company Profile of Bidder (Annexure G-B)
 - d. Statement of Evaluation (Annexure G-C)
 - e. Banker's certificate (Annexure GD)
 - f. Audited annual report / balance sheet of last 3 years / CA Certificate.
 - g. Printed Branch list
 - h. Copy of Income Tax return for three previous financial years.
 - i. Earnest Money of Rs. 40,000/- (Rs. Forty Thousand Only) is to be deposited in the form of Account Payee Bank Draft drawn at SBI, BHEL branch, Jhansi (UP) (Branch Code 3807) in favor of "BHEL Jhansi").
 - j. Self Certificate Cum Affidavit (Annexure GE) on non-judicial stamp paper worth Rs.100/-
 - k. Declaration on Rs.100/- non-judicial stamp paper regarding non- blacklisted, not-put on hold, not booked by court of law etc (refer Cl.3.2)
 - l. Details of Staff, e- mail address, Mobile Number at Jhansi Office.
 - m. Copy of tender document signed by authorized signatory and stamped on each and every page as a token of acceptance.
 - n. Blank price bids duly signed and stamped (Price bid in prescribed format without price).
 - o. A sealed envelope containing price bids.
- 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.



- 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 numbers (in case of Directors) and PAN number (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-I 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. The price bids shall be evaluated zone-wise. Bidders may quote for one or many or all zones. **The price bids will be evaluated for each zone separately** on the total cost index (ie Business Volume x Quoted rates for each variant), i.e. each zone may have separate L1, L2 etc
- 4.3. It is intended to award the rate contract to maximum two bidders in each category. The business volume awarded shall be as following

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

- 4.4. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 4.5. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on Annexure 'M'

G-5) OFFER VALIDITY:

- 5.1. Tenders should remain valid for acceptance for a minimum period of four (4) months from the date of bid opening.
- 5.2. The **“RATE”** quoted shall on **“RUPEES PER KG BASIS”** for the 5 different zones, irrespective of the distance.
 - a) Rate quoted should be 'All Inclusive Rates'. No additional charges like ESS charges, Docket charge, ROV, FOD charge etc shall be paid extra.
 - b) Price variation due to change in diesel price shall be compensated as per PVC Clause.
 - c) Octroi / Entry Tax shall be reimbursed by BHEL on actual.



LIST OF ANNEXURE ENCLOSED WITH TENDER DOCUMENT

Sr.	Annexure No.	Description/Title
1	G-A	Check List for Offer Evaluation
2	G-B	Company Profile
3	G-C	Statement of Evaluation
4	G-D	Bankers Certificate
5	G-E	Self Certificate Affidavit cum Agreement
6	G-I	Notice of Damage / Shortage / Discrepancy
7	G-L	Authorization letter for e-payment
8	G-M	Guidelines For Dealing With "Discrepancy In Words & Figures

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. No over writing, cutting allowed in the price bid. Rates should be filled in words also.
- 6.4. When photocopy of a document is submitted along with the tender it must be 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.



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. Reject the lowest or any tender, or any part of the tender, or all the tenders, without assigning any reasons thereof.
- 7.8. Approve such number of transporters as may warrant for smooth operational requirement.
- 7.9. 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.
- 7.10. To restrict allotment of load for outgoing consignments for specific sites to specific transporters.
- 7.11. 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 over-riding 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.
- 7.12. Allot business loading subject to compliance of the following, within a maximum period of thirty (30) days from the award of contract/ letter of intent:
 - a) Establishing local office with facilities as required.
 - b) Submission of Contract agreement.
 - c) Submission of 'performance security deposit' valid till six months from the expiry date of contract.



G-8) STATUTORY OBLIGATIONS OF TRANSPORTER:

- 8.1. 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.
- 8.2. 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 required to do so by the company or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under the various statutes.
- 8.3. 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.
- 8.4. 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-9) INDEMNITY:

- 9.1. 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..
- 9.2. 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.



- 9.3. 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-10) CONTRACT AGREEMENT:

- 10.1. The tender documents shall be deemed to form an integral part of the contract to be executed for this work, within 30 days from award of contract, on non-judicial stamp paper of requisite amount. Business loading shall commence only on compliance.
- 10.2. The acceptance of contract has to be signed by the competent authority of HO or by the representative authorized by the HO of the transporter and shall be submitted to BHEL confirming its acceptance in toto.
- 10.3. 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-11) EARNEST MONEY DEPOSIT (EMD)

- 11.1. The bidder is required to submit an Earnest Money Deposit (EMD) of an amount specified in tender notice (NIT), in the form of A/c Payee Demand Draft from any of the BHEL Consortium Banks or nationalized banks only payable to "BHEL, JHANSI" along with the 'techno-commercial' bid of two-bid system. Tenders not confirming to this condition will be summarily rejected.
- 11.2. The Earnest Money Deposit (EMD) will be refunded to unsuccessful Bidders his on request within a reasonable time after the award of the contract. EMD may be converted to performance security deposit (PSD) however it shall attract stamp duty as per Sl.1 of Clause 10.4
- 11.3. 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.
- 11.4. Earnest Money Deposit (EMD) shall not carry any interest.



G-12) PERFORMANCE SECURITY DEPOSIT (PSD)

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

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

- 12.3. Transporter shall submit the 'Performance Security Deposit' within 30 days of issue of Letter of Intent (LOI) as following:-
- Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
 - Local Cheque of scheduled banks, subject to realization.
 - Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of transporter furnishing the security and duly pledged in favor of BHEL and discharged on the back)
 - Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 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 transporter; A/C BHEL JHANSI duly discharged on the back.
 - 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.
 - All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to CDC.
 - The Performance Security Deposit shall not carry any interest.



12.4. Stamp duty applicable in Uttar Pradesh as per Indian Stamp Act 1899 is as follows:-

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

12.5. Loading of business shall commence only after submission of performance security deposit and other compliance in terms of contract.

12.6. If the transporter fails to deposit PSD within the stipulated period after getting the LOI/award letter, the EMD may be forfeited and appropriate action shall be taken.

G-13) TENURE, EXTENSION & TERMINATION OF CONTRACT:

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

13.2. **EXTENSION:** One or more extensions of the contract may be done with mutual agreement between BHEL, JHANSI and the approved transporters, subject to a maximum extension period of 12 months. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

13.3. **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.

13.4. 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.

13.5. 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.

- 13.6. If a transporter after award of contract fails to submit the Performance Security Deposit and / or fails to start the work in accordance with the terms of the contract and as per instructions, the EMD/PSD paid may be forfeited and contract terminated.
- 13.7. 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-14) SAFETY OF CONSIGNMENT:

- 14.1. 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.
- 14.2. 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.
- 14.3. The bidder will indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.
- 14.4. 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.
- 14.5. Bidder shall not auction any material belonging to BHEL where customer/suppliers have defaulted in taking delivery for various reasons. The bidder will give notice under registered post to BHEL and ask for instruction in the matter. The local manager of the bidder concerned should follow up these cases with the consignee at one end and consignor at the other end.
- 14.6. 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-15) COLLECTION OF CONSIGNMENTS

- 15.1. 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.
- 15.2. 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. 800/- shall be imposed per case.**
- 15.3. BHEL Security regulations shall be followed strictly by the Contractor.
- 15.4. Bidder shall ensure to collect necessary documents as mentioned in relevant clause of tender document

G-16) CONSIGNMENT WEIGHT / MEASUREMENTS:

- 1.1. Actual weight / Design weight shall be taken for the purpose of Freight calculation. 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.
- 1.2. **VOLUMETRIC WEIGHT CHARGES** - The freight amount for the consignment falling under voluminous category (e.g. transformer tank, radiator, bus-ducts, dry type transformer, steel structure for bus-duct etc.) will be calculated based on the following formula to arrive at equivalent weight. 1 Cubic meter = 278 Kg

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

G-17) DISPATCH DOCUMENTS:

- 17.1. 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.
- 17.2. 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.
- 17.3. In case the bidder fails to deliver original Excise Gate Pass (duplicate for bidder to claim CENVAT) and any other documents to CRX and counter-foil of the waybill to Consignee, responsibility for loss shall be entirely on bidder.



- 17.4. Wherever BHEL has arrangement with customer for furnishing Road Permits at Check-posts, bidder shall collect the same from customer's office en-route.
- 17.5. 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.
- 17.6. Tracking of docket should be available on the internet

G-18) **TRANSIT INSURANCE:**

- 18.1. Transit insurance of the consignment shall be covered by BHEL/Consignee. However, as per Carriage by Road Act 2007 or its latest amendment, transporter shall be responsible for any damages to the consignment during transit.
- 18.2. The contract as entered into between BHEL and the transporter(s) shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriage by Road Act 2007.
- 18.3. 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.
- 18.4. 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.
- 18.5. In case of any damage to the consignment in transit, open delivery certificate and joint inspection memo [JIM] whenever so called for by BHEL / Consignee shall be adhered to by the transporter.
- 18.6. 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.
- 18.7. The transporter will be bound to accept letters/notice/claims from BHEL/ Insurance Co. in accordance with the provision of the Insurance Act.
- 18.8. 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.
- 18.9. 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.



- 18.10. In case of accident freight charges from loading point to accident place, reloading charges and freight charges from accident place to pickup 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.
- 18.11. 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.
- 18.12. 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
- 18.13. 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-19) **DETENTION, DEMURRAGE, WHARFAGE & STORAGE:**

- 19.1. No detention, demurrage, wharfage, storage or any such charges shall be payable to the bidder.
- 19.2. However, godown / 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-20) **TRANSIT PERIOD:**

The transit period shall commence from date of LR / Docket.

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

Transit time allowable shall be as follow:-

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



- 20.2. In case of delay in completion of documents by BHEL like waybill etc which cannot be attributed to transporter, the additional transit period upto 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.
- 20.3. 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-21) PENALTY FOR DELAYED DELIVERY:

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

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

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

G-22) DELIVERY & ACKNOWLEDGEMENT:

- 22.1. 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.
- 22.2. All consignments with consignee copy attached will have to be delivered to site / customer in case of outgoing consignments and to CRX, BHEL, JHANSI for incoming consignments



G-23) FREIGHT PAYMENT:

- 23.1. Payments shall be made normally within 45 days from the date of submission of Bills in a prescribed format with the clear acknowledgement with seal from consignee. Subject to clear documentation all payments shall be made in the name of Contractor by Cheque / National Electronic Fund Transfer (NEFT)
- 23.2. Transporter has to furnish original / scanned copy of POD along with the bills,
- 23.3. 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.
- 23.4. Incomplete bills shall be returned back to the transporter indicating deficiencies in the bill.
- 23.5. 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.
- 23.6. 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
- 23.7. 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.
- 23.8. Freight Bills submitted after 90 days from the date of delivery will not be accepted unless bidder explains the delay in writing.
- 23.9. 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.
- 23.10. Any levies or cess, if legally applicable on the freight charges shall be reimbursed on production of documentary evidence, along with the freight bills.
- 23.11. In terms of Service Tax applicable under prevailing Act thereto, the bidders in their freight bills will ensure an endorsement of certificate stating that they have not availed CENVAT Credit of duty paid on inputs or capital goods and also they have not availed the benefit under Notification No. 12/2003 ST dated 20/06/2003.



G-24) FREIGHT ESCALATION

- 24.1. The rates agreed between BHEL and the transporters will remain firm during the contract. However the rates will increase/decrease by 30% of the percentage increase/decrease in the average retail price of diesel prevailing on the date of tender opening (techno-commercial bid – Part-I). Any increase/decrease so allowed to the transporters will be extra/less and form the part of basic freight. This increase/decrease will be done, only quarterly, as under:-
- 24.2. The rates at which the work is awarded initially will remain firm till the end of that quarter (31st March, 30th June, 30th Sept & 31st Dec) without any PVC. For example, if rate contract is effective from 1st January, rates will remain firm upto 31st March. If rate contract is effective from 30th March, rate will change from 1st April which will remain same upto 30th June.
- 24.3. The retail sale price(RSP) of diesel applicable for Jhansi district obtained from the office of IOCL/HPCL/Reputed dealers shall be the basic for calculation of Price Change of freight rates
- 24.4. Percent increase /decrease in freight rate shall be 0.30 times of percent increase in average Retail Sale Price (RSP) of diesel w.r.t base rate indicated in tender.
- 24.5. The freight rates prevailing on the date of LR from plant shall be applicable for that consignment.
- 24.6. **Example:**
If the RSP of diesel are as following

Date	Retail Sale Price in Rs.
As on Base Date	55.25
1-Jan-2014	58.33
1-Feb-2014	59.82
1-Mar-2014	60.41
Average	$(58.33+59.82+60.41)/3=59.52$
Percent Increase w.r.t. RSP on base date	$(59.52-55.25)/55.25=7.72\%$
Percent Change in Freight Rates	$0.30 \times 7.72=2.32\%$

This increase in Freight Rates shall be applicable in period from 1st Apr' 14 to 30th June' 14. Freight increase on any other account will not be permissible.

G-25) OCTROI/ ENTRY TAX:

- 25.1. The transporter shall obtain Octroi exemption certificates at the time of lifting the consignments, wherever necessary so that BHEL is not put to any loss or disadvantage. Wherever required, the transporter will take the assistance of the concerned product commercial group/ROD to obtain Octroi exemption certificate.
- 25.2. Transporter shall arrange to pay the Octroi duty and entry tax under conditions warranting and the same will be reimbursed to them along with the freight bill on production of true copy of the original certificate duly authenticated by the



concerned product commercial group to whom the original has to be handed-over.

G-26) **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-27) **PERFORMANCE EVALUATION/BUSINESS DISTRIBUTION:**

- 27.1. The performance of the transporters shall be evaluated for each rate contract based upon the performance parameters like timely placement of vehicles, safe & timely delivery, movement reporting, transshipment and timely submission of freight bills.
- 27.2. Business distribution as specified in Tender document may therefore, vary from time to time, depending upon the performance of the transporters.
- 27.3. Preference in allocation of demand will be given to those transporters who are able to place vehicles as per time frame required by BHEL.

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.





PRICE BID

Our best offer against your Tender Enquiry No. CDC/T/14-15/056-R01 for “Transportation of Fast Moving Cargo weighing upto 2500 Kgs 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)	(AxB)
1	North Zone (Jammu, Punjab, Himachal Pradesh, Haryana, Delhi (NCR), Uttarakand, Uttar Pradesh, Rajasthan, Chandigarh)	15462		
2	West Zone (Madhya Pradesh, Gujarat, Maharashtra, Goa, Dadra Nagar Haveli, Daman & Diu)	32277		
3	South Zone (Kerala, Karnataka, Andhra Pradesh, Telangana, Tamil Nadu)	25040		
4	East Zone (Chhattisgarh, Bihar, Jharkhand, West Bengal, Orissa, Sikkim)	13833		
5	North-East / Special Zone (Assam, Arunachal Pradesh, Manipur, Tripura, Mizoram, Nagaland, Meghalaya, Lakshadweep, Andaman & Nicobar island, Pondicherry, Kashmir)	3983		

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

Business volume indicated is tentative

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

Service Tax shall be paid extra as applicable

Signature and Seal of the Bidder