

Limited Tender No: AAPC/JBP/Cargo/AW

Date: 01.02.2019

M/s.

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SUB: ALL INDIA CARGO CONTRACT FOR TRANSPORTATION OF MATERIAL

Dear Sir,

You are requested to submit your "Technical offer & Price offer in separate envelop as per terms & conditions of our enquiry an Appendix "C" for entering into the all India cargo road transportation of our Artificial limbs / Aid & Appliances / Products /Parts /Components /Goods / Materials etc. From Jabalpur to various destinations & various destinations to APC-ALIMCO Jabalpur.

The information regarding Technical offers is to be kept in envelop no. 01 & Price bid is to be kept in envelop no. 02.

Both the above envelops No. 01 & 02 duly sealed should be kept in envelop No. (3) Mentioning the tender No. & date of opening on the Envelop No. (03). The tenders should be addressed to Senior Manager & Unit Head, Auxiliary Production Centre (ALIMCO), Plot No 40 & 106, Industrial Area, Richhai, Jabalpur-482010 (Madhya Pradesh). The details to be given in Technical Offer as per Appendix "A" (Envelop No. 01) and Price Bid in Appendix "B" (Envelop NO. 02) by the party. The due date of opening Technical bid on 18.02.2019 at 2:00 pm.

Thanking You

Your's faithfully,

For: Auxiliary Production Centre (ALIMCO), Jabalpur

Senior Manager & Unit Head

Technical Bid

1. Name & Address of Local delivery/Booking Office at Jabalpur. (Full Address, Telephone No./Fax No./Email with Mobile phone No. and Name of Branch Manager)
2. Details of communication network system being to know the latest status of consignment in the transit.
3. Full address of your Head Office (Full Postal Address, Telephone No. / Fax No. and name of your Managing Director/Vice-President).
4. Detail of branches in India with full postal address, Telephone No., Fax No. & Email and name of Branch Manager. with phone no.
5. Copy of Permanent Account number (PAN) along with copy & ITR for the FY 2015-16, 2016-17, 2017-18.
6. A copy of certificate as approved transporter from Bank Association of India is also to be attached.
7. Experience certificate copies for carrying out business with various organizations is also to be attached (List of prominent clients.)
8. Details of your transportation fleet i.e. the number & types of Vehicles available with you should be given.
9. Registration Certificate as Cargo Company.
10. Banker's Solvency Certificate.
11. Please confirm the number of days/hours required by you for providing vehicles on short notice for booking of outgoing material to anywhere in India.
12. Please forward the short write-up regarding your system of vehicle-scheduling & monitoring the movement of consignments all over the country and the information-system there-of for locating all over the country and the information-system thereof for locating the exact position of the consignment.
13. GST Registration Certificate.

Note:- All above documents needs to submitted duly Signed & Stamped.

Signature of the Tenderer
With Stamp/Seal of the Office

TERMS AND CONDITION APPLICABLE FOR TRANSPORTATION OF MATERIALS

a. ALIMCO reserves to right to enter into complete or partial contract with one or more parties on same route or on different routes.

b. The Cargo Contractor should quote their minimum possible delivery period for Road-transportation within which the consignments will be delivered at the destination by them. The timely & safe delivery of consignments at the destination is the main purpose of this Cargo Contract.

In fact the **TIME RELIABILITY & SAFE DELIVERY OF GOODS** is the essence of this Cargo Contract. The Cargo Agency must ensure that the delivery-period offered by them in their quotation must be followed exactly towards delivery of material at the destination without any damages failing which it will be treated as violation of contract. Most of our goods are delicate in nature & high-valued therefore the Cargo Contractor will have to take extra care while loading / unloading & transportation of material.

The booking-date & the delivery-date will not be counted in the delivery period. Besides this, the Sundays & Holidays also will not be counted in the delivery period if the delivery date given in the Docket falls on Sunday or holiday.

c. The Weight charged in each Docket will be rounded-of to the nearest Kgs upward or down-ward as the case may be. For example, the weight more than 14.00 Kgs but less than 14.50 kgs will be considered as 14.00 Kgs whereas the weight more than 14.50 Kgs but less than 15.00 Kgs will be considered as 15.00 Kgs.

d. The Cargo Agency will make their own arrangement for loading/un-loading and delivery of consignments by providing sufficient labours for the job.

e. The cargo Agency shall intimate the delivery-date & delivery-time of the material to Auxiliary Production Centre soon after the delivery of material at the destination.

f. All responsibilities including but not limited to loading at dispatch point (Premises of consignor) transportation of material from dispatch point to destination point (premises of consignee), enroute handling and unloading at destination shall be to the account of Cargo Agency.

1. **Volume of work:** The volume of business is around 1,50,000 Kgs. per year. However, no guarantee can be given on volume of business/work. The estimated value of business is Rs. 15.00 Lakhs.

2. **Delivery:**

(i) The consignments will be booked by ALIMCO Jabalpur for Road-transportation to various destinations all over India.

(ii) ALIMCO expects the delivery of its consignment by Cargo Agency through road transport at Carrier risk.

(iii) The Cargo Agency will not refuse delivery of goods transported by them for any reason whatsoever. In case the cargo agency refuses for booking or delivery of materials, APC ALIMCO will be entitled to arrange the same from the open market and all extra expenditure/losses if any incurred by APC, ALIMCO on this account will be recovered from the pending bills of the cargo contractor.

(iv) The consignment should be delivered to consignee within a reasonable period Delayed delivery shall not be tolerated. For late delivery of consignment, the payment will be made after deduction of 1% of freight amount per day subject to maximum of 25% of freight amount given in the docket.

(v) For the Vehicle not supplied by the Cargo Contractor in-time for booking of out-going consignments, the liquidated damages @ 1% of freight charges per day subject to a maximum of 5% of freight charges or 0.3% of consignment value per week or part thereof of the delay whichever is higher, will be recovered from the pending bills of the Cargo Contractor. In this connection, the delivery period will be reckoned from the requested

date & time for vehicle to the date when the consignment is actually delivered at the destination station.

3. **Visit of Pick-up van** : The Cargo pickup van shall visit APC, ALIMCO, Jabalpur premises with or without any call notice from ALIMCO on all working days at designated time specified by ALIMCO for collection of consignments. For this purpose, no extra payment as Collection charges will be payable by ALIMCO. The Cargo Agency shall depute their representative for collection of consignments even more than one-time in a day if requested by APC, ALIMCO. The Cargo Agency shall depute their representative along with the vehicle for collection of consignment even after working hours (at any time) and also on Sundays/holidays at the request of APC, ALIMCO. Such request will normally be given on telephone. However other mode of request will also be acceptable to the Cargo Agency. The minimum notice for deputation of their representative for collection of material shall be two hours.

4. **Insurance**: All ALIMCO consignments (high valued or low valued) will be insured. But it would be the entire responsibility of the Cargo Agency to deliver the material in safe and sound condition to consignee. The Cargo agency shall be fully responsible for any loss, theft or damage of the consignment from the point the same is collected by them to the point the same is delivered to the consignee at the destination.

5. The Cargo Agency will have to arrange all necessary Road Transit Permits from appropriate authorities, Clearance for passage of consignments through various state Government/Territories en-route if required will be obtained at their own cost. E-way bill if required shall be provided by APC, ALIMCO at the time of handing over of material to the Cargo Agency. All the transit charges/Road Taxes and Transit permit charges etc. en-route will be borne by the Cargo Agency and will not be reimbursed the same by APC, ALIMCO.

6. The Cargo Agency as public carrier shall be responsible for such damages as they are obliged under the Carrier of Goods Act. The Cargo contractor will also be responsible for safety, security and safe transportation of goods without any loss, damage and shortages.

7. The Cargo Agency shall not, without obtaining prior permission from APC, ALIMCO in writing, assign or select some other Sub-Contractor for transportation of APC, ALIMCO materials and even if such consent will be given by APC, ALIMCO, it shall not relive the Cargo Contractor of their contractual obligations.

8. **Payment** :

- (i) The Cargo Agency shall submit their bill in the prescribed form in two copies on monthly basis indicating all particulars about dispatch details, volume and weight of each consignment along-with the copy of the **Docket and original POD duly signed & stamped by the consignee with date & timing as receipt of material by them**. The bills received without the Docket and original POD Copy duly signed by the consignor, will not be accepted.
- (ii) In case the consignee copy of the docket is misplaced, the Cargo Contractor will have to produce some documentary evidence justifying the delivery of material at the destination within the agreed delivery time duly signed & stamped by the consignee.
- (iii) The payment will be made to the Cargo Contractor through NEFT/RTGS by APC.
- (iv) 100% payment within 30 days after receipt and acceptance of the work done without any damage after the submission of bill, whichever is later will be made. However, the GST portion will be payable only after submission of proof/ self-certified copy of GST return filed online by the tenderer clearly (duly highlighted) showing invoices/ bill number and amount submitted to ALIMCO.
- (v) Bills with incomplete information will not be accepted/processed for payment. No interest will be payable in case of delayed payment.
- (vi) In respect of bills related to destinations where damages/shortages have been brought to our notice by our consignee, appropriate deduction will be made as per terms of the tender and merit of each case.

9. **Termination of Cargo contract :** Either party can terminate the Cargo contract after services three month notice period.

(a) The person signing the tender forms or any document forming part of the tender on behalf of a firm shall be responsible to produce a proper letter of authority in his favor, stating that he has authority to bind such other person (s) or the firm, as the case may be, in all matters pertaining to the contract.

(b) Person or persons signing the tender shall state in what capacity he/she or they are signing the tender, eg. As Partner, Sole proprietor of a firm or a Security/Manager/Director etc. of a company.

10. The tenderer should put his signature on each page of the tender document as token of his having accepted the terms & conditions and put its office seal/stamp and submit the tender document in a sealed envelope superscribed "technical bid" before the due date along with other documents.

11. **Validity of Offer:** The offer should be valid for 120 days from the date of opening of tender. The period of appointment will be for two years from date of appointment letter, which may be further extended on mutual consent for the agreed period.

12. **Right of acceptance:** Auxiliary Production Centre (ALIMCO) reserves the right to reject any or all the tenders in part or full without assigning any reason thereof. The Corporation also reserves the right to negotiate the rates and terms and conditions of supply with any or all the tenderness, reduce or increase the quantity, split the order at its sole discretion as deemed fit without assigning any reasons thereof.

13. **Late Tender/ Conditional Tenders :**Tenders received late or having terms & conditions different than that of this documents will not be accepted. incomplete and conditional tenders are likely to be summarily rejected.

14. **Opening of Tender :**

(a) **Technical Bid :** The Technical Bids will be opened on ----- at 14.30 Hrs. at Auxiliary Production Centre (ALIMCO), Jabalpur in the presence of authorized representatives of the tenders at a place as would be decide by Tender Committee of ALIMCO. The Price Bid will be opened latter on for those parties who will qualify the Techno Commercial Bid.

(b) **Price Bid:** ALIMCO reserves the right to open Price Bid of successful tenderers at Technical Bid stage. The date of opening of Price Bid shall be informed by APC, ALIMCO to those who qualify the norms of the Technical Bid.

Arbitration:

15. If any dispute/ question or controversy arises, the settlement of which is not here in specially provided in this Tender/ Order/ Contract, the matter in dispute shall be referred to the arbitration of Chairman and Managing Director of ALIMCO or his nominee and decision of Chairman and Managing Director or his nominee shall be final and binding on both the parties. The provision of INDIA ARBITRATION & CONCILLATION ACT, 1956 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceeding shall be held at Kanpur only and Kanpur Nagpur Court will have jurisdiction in the matter.

Auxiliary Production Centre (ALIMCO), Jabalpur

SIGNATURE & STAMP

CARGO CONTRACTOR