

# **ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA**

(A Govt. of India Undertaking)

(Under the Ministry of Social Justice & Empowerment, Govt. of India)

G.T.Road, Kanpur-209217

(An ISO 9001:2015 Company)

Website: [www.alimco.in](http://www.alimco.in)

Phone: 0512-2770172/2770130, Fax : 0512-2770051

Email: [ls@alimco.in](mailto:ls@alimco.in) , [marketing.alimco@gmail.com](mailto:marketing.alimco@gmail.com)

## **NOTICE**

As Per Instruction Of Competent Authority, New Tender Documents Of Online Open Tender Inviting Quotations For Engaging Transporters On Carrier Risk For Transporting Goods **In Closed Body Container Trucks Of Both Types Of Loading Option ( Single & Double Decker/Layer) Of Various Sizes In Length I.E. 19ft, 22ft, 24ft, 28ft, 30ft & 32ft Of Maximum Permissible Height Of 14ft,** From Artificial Limbs Manufacturing Corporation Of India, G.T. Road, Naramau, Kanpur To Various Destinations Throughout The Country For One Year On Per Km. Basis Is Uploaded On The Corporation Website [www.alimco.in](http://www.alimco.in)

Suggestions / Comments On The Above Tender Documents, If Any, Are Invited From All The Concerned Against This Notice On Our Website For Consideration By The Corporation. The Observations/Objections, If Any, May Be Sent To Email: [ls@alimco.in](mailto:ls@alimco.in) or [marketing.alimco@gmail.com](mailto:marketing.alimco@gmail.com) latest by 11/05/2020 at 15.00 Hrs.

Deputy General Manager (Marketing)  
ALIMCO-Kanpur



ALIMCO

**ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA**

**(ALIMCO)**

**G.T. ROAD, KANPUR-209217**

**BID DOCUMENT**

**NOTICE INVITING E-TENDER**

**Tender Reference No: MR/LS/OT/20/TPT/AY**

**Dated: 04.05.2020**



ISO 9001: 2015

**ONLINE OPEN TENDER INVITING QUOTATIONS FOR ENGAGING TRANSPORTERS ON CARRIER RISK FOR TRANSPORTING GOODS IN CLOSED BODY CONTAINER TRUCKS OF BOTH TYPES OF LOADING OPTION ( SINGLE & DOUBLE Decker/Layer) OF VARIOUS SIZES IN LENGTH i.e. 19ft, 22ft, 24ft, 28ft, 30ft & 32ft OF MAXIMUM PERMISSIBLE HEIGHT OF 14ft, FROM ARTIFICIAL LIMBS MANUFACTURING CORPORATION OF INDIA, G.T. ROAD, NARAMAU, KANPUR TO VARIOUS DESTINATIONS THROUGHOUT THE COUNTRY FOR ONE YEAR ON PER KM. BASIS.**

2. Tender document may be downloaded from ALIMCO website [www.alimco.in](http://www.alimco.in) (for reference only) and CPPP website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

Published Date	<b>05.05.2020 (10.00 A.M.)</b>
Bid Document Download Start Date	<b>05.05.2020 (10.00 A.M.)</b>
Bid Submission Start Date	<b>05.05.2020 (10.00 A.M.)</b>
Bid Submission End Date	<b>26.05.2020 (02:00 PM)</b>
Bid Opening Date	<b>27.05.2020 (3:00 PM)</b>
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

**Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**

**Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> .**

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**MANUAL BIDS SHALL NOT BE ACCEPTED**

**Except for the original documents/instruments as mentioned in this tender. Bidders should regularly visit the website to keep themselves updated.**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

### **REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS:**

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.  
After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule.  
**Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

**SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

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(vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

**Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.**

**If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected.**

**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**

Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

(viii) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(ix) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(x) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

**ASSISTANCE TO BIDDERS:**

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 011-29533591, 29573328 between 10:30 hrs to 17:00 hrs.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 HelpDesk Number. The helpdesk email-id is **support-eproc@nic.in**

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**Tender Notice**

Online bids are invited from eligible bidders for empanelment for **“Transportation of Goods”**.

The online bids complete in all respect along with a scanned copy of the EMD of **Rs. 5.00 lacs & Tender Fess Rs. 600.00** (including 18% GST) in favour of ALIMCO, Kanpur be uploaded online and hard copy of EMD and Tender fees must reach at the office of Dy.General Manager (MB) ALIMCO. G.T.Road, Naramau, Kanpur-209217 on or before 26.05.2020 at 02.00 p.m.

The tender document along with other details may be downloaded from the CPP Portal:  
<http://eprocure.gov.in/eprocure/app>

**Deputy General Manager (Marketing)**

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**TENDER DOCUMENT FOR TRANSPORTATION OF GOODS**

**ALIMCO, G.T.Road, Kanpur-209217**

Tender Fees : Rs. 600.00 including 18% GST (**Rupees Six Hundred Only**)  
Earnest Money : Rs. 5.00 lacs (**Rupees Five Lacs Only**)

**Scanned Copy of Tender fees & EMD must be submitted online on CPP Portal:-**

<http://eprocure.gov.in/eprocure/app>

**And**

**Original Physical Tender fees & EMD must be submitted on or before due date and time i.e 26.05.2020 before 02.00 p.m. in the office Dy.General Manager (MB) ALIMCO. G.T.Road, Naramau, Kanpur-209217.**

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## **INSTRUCTION FOR e-PROCUREMENT**

### **1. Preparation and Submission of Bids**

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, EMD should be upload online in cover-1 and Commercial Bid in “.rar” should be upload online in cover-2

### **2. Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid, EMD should be upload online in cover-1.
- b. Commercial Bid should be upload online in cover-2

Both Technical and Commercial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app> ).

### **3. Technical Bid:** Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> .

#### **A list of Documents and undertaking on desired criteria to be scanned and uploaded (Under Cover-1) within the period of bid submission: -**

- (i) Tender fees of Rs. 600.00 (including 18% GST) by DD in favour of ALIMCO, Kanpur. All SSI/MSE vendor are exempted from tender cost on producing valid Udyog Aadhaar Memorandum only) mentioning ‘Transportation’ as the nature of business.
- (ii) Tenderers must submit Rs. 5.00 lacs as Earnest Money deposit by Demand Draft/Banker Cheque in favour of “ALIMCO” payable at **Kanpur**, exemption allowed as per tender clause T-14.
- (iii) Copy of registration certificate of the firm/transport agency.
- (iv) Tender acceptance letter as per Appendix ‘A’ duly signed and stamped.
- (v) A letter of authority in favour of person signing the tenderer, empowering him to do so on behalf of tenderer.
- (vi) The list of containers and vehicles owned & Attached by the tenderer should be submitted as per given below format.



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<b>Owned Closed Body Containers</b>					<b>Attached Closed Body Containers</b>				
Sl. No.	Length size of the Containt er (19ft, 22 ft, 24 ft, 28 ft 30ft &32 ft)	Loadi ng option ( Doubl e label or Single )	Registrati on No. of the vehicle	Year of Manufact ure	Sl. No.	Length size of the Containt er (19ft, 22 ft, 24 ft, 28 ft 30ft &32 ft)	Loadi ng option ( Doubl e label or Single )	Registrati on No. of the vehicle	Year of Manufact ure

- (vii) List of addresses of branches, offices and godowns (printed list, if any, can be provided clearly indicating office and godowns).
- (viii) At least 2 certifications (along with that of ALIMCO or otherwise) covering the execution of transportation contracts from the clients having an individual value of Rs. 20 lacs for a year.
- (ix) ITR copies of last 3 financial years evidencing the turnover of at least Rs. 100.00 lacs annually through transportation business.
- (x) Copy of PAN Card.
- (xi) GSTIN Certificate.
- (xii) Name of the Proprietor/ Partner/ Director.
- (xiii) Name of the Banker & Credit Limit (Solvency Certificate).
- (xiv) Undertaking of UAM as per Appendix 'B'.
- (xv) Confirmation/Undertaking that height of each container Trucks top should not be exceeded 14ft from the ground.
- (xvi) Provision of locking arrangement in container trucks is Mandatory.
- (xvii) Provision of soft flooring of minimum 10-12 mm thickness in all container Trucks to avoid frictional damage of the items to be transported is mandatory.

**Note : Original Physical Tender fees & EMD must be submitted on or before due date and time i.e 26.05.2020 before 02.00 p.m. in the office Dy.General Manager (MB) ALIMCO. G.T.Road, Naramau, Kanpur-209217.**

**Financial Bid:**

P Bid offer shall be uploaded online. The flat rate for road transportation of goods from Kanpur to anywhere in India on per KM basis should be quoted. The flat rates for Road transportation must cover all expenditures from Collection point to Delivery point except GST. The GST will be paid as per applicable law.

- (b) The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- (c) Price bids of only those tenderers, who are assessed as technically qualified by the Corporation shall be opened & only Such parties shall be communicated regarding date & time of Price Bid opening requesting them to attend the Tender opening, if interested.

**Tenderers are advised to fill their offer rates in respective distance slab in the already given p-bid format through online mode only. It may clearly be understood that separate rate per KM need to filled by the tenderers for the states of Bihar, Jharkhand, Orrisa, Jammu & Kashmir and North Eastern States (Sikkim, Arunachal Pradesh, Nagaland, Manipur, Meghalaya, Tripura and Mizoram). These rates will be exclusively for these respective states only and will not be valid in ROC (Rest of Country). L-1 will be finalized on minimum rate received per KM in each distance slabs and type of containers separately. Rates to be filled separately for different sizes of the closed body containers Trucks for Double as well as of Single loading option containers in two separate worksheets.**

**TENDER TERMS & CONDITIONS:**

**T-1 Tenderers shall take note and ensure the following:**

- T-1.1 All the clauses of the tender, general and special terms & conditions shall be read thoroughly and well understood before tender is submitted.
- T-1.2 Tenderers to ensure avoiding errors and take utmost care to ensure that their tenders are not rejected due to incomplete bid submission.
- T-1.3 Non-compliance with any of the tender conditions set forth thereon and in complete, conditional and ambiguous offers are liable for rejection.
- T-1.4 The offers shall be submitted under TWO-PART bid system.
- T-1.5 The offers of bidders who do not meet/found to materially deviate from any of the contract conditions are liable to be rejected.
- T-1.6 The tenderers shall closely pursue all the clauses of the tender documents under ‘**Tender, General and Special Terms & Conditions**’, and all annexure thereto before quoting. If the tenderer 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.
- T-1.7 Before submitting the bid, the tenderers 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.

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## T-2 **BRIEF REQUIREMENT**

- T-2.1 The Corporation intends to start the dispatches of material in closed body containers trucks. Currently Corporation is carrying out dispatches through approx 6000 Nos. tarpaulin covered trucks of various Sizes annually to different destinations across the country for a total estimated transportation cost of Rs. 8.00 Crores approximately. This is an indicative Volume of Transportation business opportunity for you, but no definite volume of business/work can be guaranteed by the Corporation. This is a limited period rate contract for engagement/empanelment of Transporters providing Closed body Container Trucks for Transportation of Goods across the Country for the Corporation.
- T-2.2 ALIMCO intends to engage reputed registered transporters with having minimum business of Rs. 100.00 Lacs per annum in each of last three financial years with experience of transportation. The selected transporters would be required to transport our products such as Tricycles, Wheelchairs, Artificial Limbs Components, Crutches, Steel Pipes, Bicycle Rims, Hand, Machineries, Equipment and other pre-fabricated items etc. from our factory's warehouse situated at Naramau, G.T. Road, Kanpur – 209217 to various destinations throughout India.

## T-3 **Description and Scope of the Tender**

- T-3.1 Brief Requirement has been spelt out in T-2 above.
- T-3.2 The material is required to be loaded from factory premises to the destination without any transshipment. Loading, unloading, stacking and obtaining acknowledgement of material in prescribed format shall be the solely responsibility of transporter. [The transporter is solely responsible for arranging all the facilities as required for loading and unloading of Material from the Container Trucks.](#)
- T-3.3 The vehicles are required to be placed between 0900 to 1400 hrs on working days or even on holidays (if said so) of the week at consignee's end. In case the containers reaches at the consignee's end beyond these hours it would be required to stay overnight at the consignee's end for which no charges will be payable by the corporation. The unloading of cargo is the responsibility of transporter and no unloading charge/ labour assistance shall be demanded from the consignee or his representative.
- T-3.4 In case of written report of refusal of unloading the transporter or demand for payment of the unloading charges from the consignee, penal deduction of Rs. 2000/-(Rupees Two thousand only ) per container shall be made from the bills of the transport agency. The corporation will also make a deduction of Rs. 200/- per wheelchair in cases where the dispatch of Wheelchair from ALIMCO, Kanpur warehouse is made in appropriate corrugated cartons and the same are delivered at the consignee end in open/tampered condition. In case of delivery of material in damaged/broken/deteriorated condition, the Corporation may impose suitable penal deduction up to a maximum of the cost of the items based on the assessment of the receipted goods at the consignee end. The transporter shall also be required to send sufficient labour in their containers for loading/unloading the materials at the warehouse of ALIMCO so as to stack the packed items orderly in the containers securing them for safe arrival at destination. The Tricycle Frames are to be necessarily stacked one above the other fastening the two with sutli/ plastic tie-cord. Cost towards secured loading& unloading shall be deemed to have been included in the quoted rates.

T.3.5 No additional expenditure on any account shall be paid to the transporter other than the approved rates.

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- a) ALIMCO expects delivery of its material by the transporter to the consignee within a reasonable period specified in transport contract without transshipment. **The reasonable period on any destination would be arrived at on basis on minimum distance of 250 KMs to be covered by the container in a day excluding the day of loading at Kanpur and the unloading at consignee's end alongwith weekly and public holiday. Delayed delivery shall not be tolerated by ALIMCO and Corporation reserves the right to deduct @ Rs. 1000 /- per delayed day or part thereof for full container load dispatches for the first four days followed by a deduction of Rs. 1500/- per delayed day or part thereof for the balance number of days.**
- b) **The reasonable number of days for transit will be calculated by ALIMCO round of to next whole number (for example 4.1 to 4.99 days will be considered as 5 days) on the basis lowest KM showing in Google map and subsequently approved by Warehouse, LS dept, ALIMCO, Kanpur.** In case there is detention at the consignee end for any reason, the transporter is required to intimate ALIMCO, Kanpur immediately over telephone/email/fax and follow it with written confirmation by fax/email/Courier the next day. Information in this regard must contain the GR.No., Invoice No., destination, Date/time of arrival at consignee's place, person name and details( who was contacted etc.) along with phone Nos. of the driver of the container and the person of the consignee to enable ALIMCO to peruse the matter further and no detention charge will be paid for this. However, in case when containers were called at ALIMCO-HQ and were further detained by the Corporation Rs. 1000/- /per container/per day will be paid as detention charge to the transporters.
- T-3.7 The transporter shall be responsible for obtaining the receipt of material from the consignee. In case the same is not given within 45 days from the date of lifting, the execution of the contract would be presumed not to have been executed and pending payment shall be recoverable from the transporter.
- T-3.8 Transporters shall ensure that the vehicles must reach corporation's premises latest by 10 AM and it should have a valid pollution control certificates and all other legal documents. The transporters shall be responsible for obtaining permits etc. whenever necessary for inter-state entry free passage.
- T-3.9 The corporation does not guarantee any specific volume of work at any time during the agreement. The agreement does not confer any right on the transporter to demand that entire work should necessarily or exclusively be entrusted to him. ALIMCO reserves the right to appoint one or more transporters and distribute the work amongst them during the currency of the agreement and no claim for compensation shall lie against the corporation on account of such division of work. No transporter can demand division of work but ALIMCO may empanel/award more than one transporter at L-1 rates so that the movement of goods is not hampered because of non-availability of containers.
- T-3.10 ALIMCO expects that the transporters shall place their containers for loading (with valid registration and road permit only) along with their representative latest by 10.00A.M of the day in fit condition. ALIMCO reserves the right to check the validity of transport permit and other documents as deemed fit. In case the container is not found suitable, the same shall be returned and no extra charges for such return shall be paid and in case of non-placement of

containers on the desired date Rs. 1000/- per day/per container will be penalized to the respective transporter and amount shall be recovered from their freight bills.

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**T-4 Force Majeure**

T-4.1 In the event that the Supplier or any of its subcontractors, or the purchaser is delayed in performing any of its respective obligations under the contract, and such delayed is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restriction and freight embargoes, such delay may be excused and the period of such delay may be added to the time and performance of the obligation delayed. If a Force Majeure arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

T-5 **SUBLETTING OF WORK:** Under no circumstances, the transporter after entering into rate contract would be permitted to arrange transportation of consignment through another transporter/ agencies.

**T-6 TRANSHIPMENT:**

T-6.1 No transshipment is allowed in between the destinations. For any reason such as breakdown, accident etc. if the container is stranded beyond reasonable limits, the transporter should make alternative arrangements and the transporter may seek approval from the corporation giving the circumstances in writing. Similarly, there should be no extra material loading in the vehicle other than the consignment loaded from the Corporation as it shall also be considered as a case of transshipment. The container loaded by the consignor and received by the consignee shall be the same. In case of any transshipment noticed either way of direct means or indirect means i.e. reporting of the same vehicle within the earlier transit period, which is not accepted by the corporation **penalty shall be twice transportation/freight charges.** Such penalty shall be recovered from either the pending Bills, failing which from the Security Deposit.

However, for Jammu & Kashmir, Himachal Pradesh and North East States, in view of specific terrain requirement, where transshipment is inevitable, prior intimation for only one transshipment should be given before placing the container for loading with transshipment date and dest Trucks nation at complete risk and cost of transporter.

T-6.2 The containers trucks loaded with Corporation's Goods/ Materials must be water and leakage proof. No containers shall be permitted to leave the Corporation premises without Proper sealing and locking in a secured manner and same should be reached at consignee end in intact Condition. The container deviating the above prescribed norms shall be detained in ALIMCO premises without payment of any detention charges and transporter may be levied with penalty of Rs. 5000/-.

T-6.3 If material of multiple destinations are together to form a full container load in the materials to the same route the transporter shall issue suitable GR/CN each destination and deliver the materials to those consignees. For such services, the Transporter shall be paid extra freight up to the end destination and sum of Rs.1000/- (Rupees One Thousand only) extra for every such destination.

- T-6.4 L-1 is required to supply the containers for allotted destinations. In the event of failure by the L-1 transporter to provide the container within the given time ALIMCO reserves the right to get the material transported through the L-2/L-3/L-4/L-5 tenderers or even from open market at primarily L-1 rate or at their own offered rate or market rate for the same destination. In case transportation executed by either agency it will be at the risk and cost of the L-1 transporter.

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**T-7 RATES FOR TRANSPORTATION WORK AND VALIDITY**

- T-7.1 The quoted rates of the transporter against each slab of distance with the type of vehicle should be clearly written in figures and words. The rates quoted shall be inclusive of loading charges at Kanpur and unloading and stacking at consignee's place. The rates quoted shall not include the GST Amount since **GST will be deposited separately by the corporation under reverse charge as is required to be done in the GST applicable on Goods Transport agency.** All other documentation charges/incidental expenses shall be deemed to have been considered and included in the rates quoted.
- T-7.2 The rates quoted shall be valid up to One year. The contract is extendable for a further period of Six months or One year on same rates, terms and condition on mutual consent. ALIMCO reserves the right to short close the contract without any notice.
- T-7.3 The rates shall be paid for the type of container requisitioned irrespective of whatever the transporter has placed, may be due to non-availability of the requisitioned size.

**T-8 PRODUCTS TO BE DISPATCHED AND OTHER PACKING**

- |   |   |
|---|---|
| a) TRICYCLE ( IN SEMI KNOCKED DOWN CONDITION)   | Tubular Frame of two tricycle with set of wheels are firmly tied together in secured manner by Jute/Sutli/Nylon tie-cord.<br>All other parts required for assembly (such as seat, back rest mud-guard's assembly hardware etc.) are packed in corrugated cartons/wooden boxes/bundles. All these have to go as sets in full container load. |
| b) WHEELCHAIRS  | Wooden crates/ corrugated cartons packed singularly. Folding types of chairs can be kept packed in corrugated cartons in the container to fill capacity for bulky dispatches .  |
| c) TUBULAR PARTS AND LOOSE TRICYCLE AND WHEELCHAIR COMPONENTS, CRUTCHES ARTIFICIAL LIMBS MATERIAL | packed loose or in corrugated cartons/ wooden boxes as per customary packing.   |

LIKE TUBES, MACHINES  
EQUIPMENTS , M.S IRON, BENCHES,  
ANGLE IRON AND OTHER  
PRE-FABRICATED ITEMS.

Contd...14

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T-9 **TRANSIT DAMAGE / LOSESS:** Transporters are required to take utmost care to deliver the goods to the consignee without any damage / shortage or losses. Neither they shall make deliveries in parts nor “not deliver” the consignment. In the event of any reported damage /shortage/losses/nor-delivery of the consignment, ALIMCO shall recover the cost towards such damages / shortage/losses/ non-delivery from the transporters pending bill/ credit balance or security deposit or from any other sum, which is due to them irrespective of any insurance link up/settlement. However, ALIMCO shall cover the goods under marine transit insurance against its Open Marine Policy. Wherever, claims partly settled / not settled by Insurance, the same will be recovered from transporter. For claiming the damage / shortage loss, the necessary documents are to be provided by transporter only.

T-10 **TRANSPORTATION OF ANY OTHER MATERIALS:** Containers/Vehicles loaded with ALIMCO materials should not carry materials belonging to any other party including the transporter. In the event of breach of trust in respect of this aspect of the contract, ALIMCO reserves the right to short close the contract forfeiting the Security Deposit, blacklisting the transporter and levy a penalty of double the freight charges.

T-11 **ROAD ACCIDENT:** In the event of an accident enroute, the transporter shall be required to keep ALIMCO informed in writing on immediate priority. They also report at the nearest Police Station and make then pachnama and also arrange for survey by an approved surveyor of insurance company. Proof of such accident including photographs and copies of the FIR /Pachnama etc. should be handed over at ALIMCO as documentary evidence within two weeks of the incident. However, it shall be the responsibility of the transporter to take all precautions and preventive measures including retrieval action to save the cargo from getting damaged. As transshipment is not permitted, ALIMCO reserves the right to deduct any amount towards losses due to transshipment and also reserves the right to penalize the transporter by affecting deductions upto the extent of cost/implication of damages from the existing/future bills other forms of securities held by the Corporation.

In case of containers carrying ALIMCO goods meet road accident enroute, the following procedure should be followed: -

- a) The transporter shall inform the police in writing and intimate immediately by fax/telephone/E-mail to ALIMCO enclosing copy of FIR.
- b) The transporter shall immediately take steps on war footing to protect the materials from theft, pilferage or damage at the site of accident.
- c) The materials should be immediately transported to the consignee's destination through alternate container.
- d) The damaged materials should be handed over to the consignee and survey by the insurance company shall be arranged at consignee's place.
- e) A pachnama should also be made, copies of which should be produced to ALIMCO. However, each of such case shall be dealt by the Corporation on its individual merit and in no case production of the above documents shall absolve the transporter from its responsibility and liability on account of loss/damage caused to the materials.

T-12 **SUBMISSION OF BILLS AND PAYMENT:**

T-12.1 Bills complete in all respects should be submitted on every 15 days i.e. twice in a month, preferably within 30 days of transportation along with acknowledgement from the consignee. Each bill should accompany ALIMCO printed acknowledgement format duly acknowledged, preferably with stamp, Mobile No. and name of the consignee legible. Payment to transporters against their bills will be cleared only on receipt of this prescribed acknowledgement.

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T-12.2 Bills with incomplete information will not be accepted/processed for payment.

T-12.3 Payment will be made within 30 days from the submission of clear bills.

T-12.4 The bills in respect of destinations where damages/shortages have been brought to our notice by our consignee even after processing of the bills for payment, appropriate deduction will be made as per terms of the tender and merit of each case from the pending/future bills of the transport agency.

T-12.5 For Billing, the distance for km calculation shall be based on shortest distance by Google road distance. Distance of minimum 100 KM will be considered for billing purpose. Beyond 100 KM it will be charged on actual KM distance

T-13 **DATA/INFORMATION ABOUT THE TENDERERS**:The transporters quoting their rates against this tender should be registered transporters. The transporters should clearly indicate the number of branches they have all over India indicating the name and address, telephone/fax number,E-Mail ID,GST no. etc. [The transporters must have at least a branch office at Kanpur with adequate infrastructural facility to effectively co-ordinate all matters related to smooth operations of the contract.](#) Each tenderer must furnish full precise and accurate information in respect of details desired in the tender document. The information provided by the tenderer should be signed by the competent authority and seal/rubber stamp of the company as well as the authorized signatory should be affixed under the signature. ALIMCO reserves the right to reject the tender at any stage without assigning any reason in case ALIMCO is convinced that the transporter/tenderer has provided wrong or false information. In case any information provided by the transporter is found as wrong or false at a later stage i.e after issuance of the appointment letter, ALIMCO reserves the right to short close the contract as well as impose penalties as deemed fit including forfeiting the due of payment / EMD and security deposit together with black listing the organization.

T-14 **EARNEST MONEY**:Earnest Money is **Rs. 5.00 lakhs**. The amount of Earnest Money should be furnished in the form of Demand Draft/Bankers cheque only. Earnest Money drawn on any nationalized bank in favour of “Artificial Limbs Manufacturing Corporation of India” payable at Kanpur. Tenders not accompanied by such earnest money along with Techno Commercial Bid will be rejected forthwith. The Earnest Money deposit shall be forfeited, if the successful tenderer fails to deposit the Security amount by the due date after issuance of appointment letter or refuses to accept the appointment. The EMD received from successful tender shall be converted into part of Security Deposit against P.O. or contract on Agreement. EMD shall be refunded to unsuccessful tenderer without any interest within two month of acceptance of the award of contract. **SSI/MSE units having valid registration with Udyog Aadhar Memorandum (UAM) mentioning ‘transportation’ as the nature of business against this tender will be exempted from payment of EMD. Such SSI/MSE tenderers are required to enclose/upload (under cover 1) a certified copy of valid registration certificate of Udyog Aadhar Memorandum which is mandatory to avail the exemption clearly showing) mentioning ‘transportation’ as the nature of business. If the registration is for the category of item other than what has been tendered by the Corporation, the exemption from EMD will not be allowed/admissible and tenderer needs to submit full**



amount of EMD as per tender alongwith TC-Bid only to avoid summarily rejection of their offer. The tenderer claiming EMD exemption based on Udyog Aadhar Memorandum (UAM) certificate are required to submit and undertaking (refer Annexure-B) alongwith their quote/offer that the items quoted/offered are only for registered items/category of items as have been mentioned in the valid Udyog Aadhar Memorandum certificate and submitting quote contrary (full or part) to the undertaking will cause summarily rejection of their quote/offer.

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**T-15 SECURITY DEPOSIT:** Subsequent to placement of Order/Contract the successful tenderer will be required to deposit a sum Rs.15.00Lakh as Security Deposit in the form of Demand Draft/ Banker Cheque or submit irrevocable Bank Guarantee from any of the Nationalized Bank in the prescribed format to be provided by ALIMCO in place of Security Deposit as applicable in favour of ALIMCO payable at Kanpur. The bank guarantee should remain valid and irrevocable till the currency of the contract and it will be retained till expiry of the contract. No interest will be payable on the Security Deposit. Corporation, on Specific request by the tenderer, may relax the condition of deposition of Security Deposit & deducted the amount @ 25% from Running Bill of the tenderer, if any. The earnest money already submitted with the tender will be adjusted towards Security Deposit. The Earnest Deposit against the tender can be converted into the Security Deposit and balance amount is required to be deposited additionally.

**T-16 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

T-16.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 and amendment dated 09.11.2018 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost, subject to submission of UAM.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs and 3% for women owned MSEs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST and Women entrepreneurs.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

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T-16.2 The MSEs owned by SC/ST entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

T-16.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

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**T-17 SIGNING AND SUBMISSION OF TENDER:**

- 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 favour, 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, e.g. as partner, sole proprietor of a firm ora Secretary / Manager/Director, etc. of a company.

**T-18 OPENING OF TECHNO-COMMERCIAL BID OFFER:**

The Techno Commercial bid offer will be opened on **27.05.2019 at 15:00 hrs** ALIMCO , G.T. Road, Kanpur, in the presence of authorized representatives of the tenderers at a place as would be decided by tender Committee of ALIMCO. The Price Bid offer will be opened for these parties who will qualify on the norms mentioned in Para 16 of the Tender documents. The Corporation reserves the right not to open price bid of transporter or not to award contract to those transporters whose performance has not been found satisfactory during the current period of contract.

Thereafter, opening date of Price Bid offer will be communicated to successful Bidder by Corporation in due course of time.

- T-19 VALIDITY OF OFFER:** The offer should be valid for 120 days from the date of opening of tender.

**T-20 General Terms and Conditions**

T-20.1 The Corporation shall have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any terms and conditions of this tender or unsatisfactory performance or failure thereof or not lifting the materials in time, to terminate the contract forthwith and to get the work done at the risk and cost of the contractor and /or forfeit the security deposit or any part thereof for the sum due for any damage, loss, charges expenses or costs that may be suffered or incurred by this Corporation due to the contractor's negligence or not lifting the material in time.

T-20.2 The Corporation during finalization of the tender shall be guided by the CVC guidelines of price preference to PSUs in the tender as per government notification in force on the date of tender.

**T-21 RIGHT OF ACCPETANCE:**ALIMCO reserves the right to reject any or all the tenders in part or full without assigning any reason thereof. In order to ensure that there are no freak quotes. The Corporation reserves the right to do its internal working and reject such quotes. The Corporation also reserves the right to, reduce or increase the quantity and split the order without assigning any reason thereof.

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**T-22 ARBITRATION:**If any dispute/question or controversy arises, the settlement of which is not herein specifically provided in this order/contract, the matter is dispute shall be referred to the arbitration of the Chairman & Managing Director of ALIMCO or his nominee and decision of Chairman and Managing Director of ALIMCO orhis nominee shall be final and binding on both the parties. The provision of INDIAN ARBITRATION AND CONCILIATION ACT 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceedings shall be held at Kanpur only and the Kanpur Courts will have jurisdiction in the matter.

**DEPUTY GENERAL MANAGER (MARKETING)  
ALIMCO, G.T. ROAD,  
KANPUR-209217**

**Appendix-A**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

**(On Letter Head of the Tenderer)**

**Appendix 'B'**

**(TO BE SUBMITTED ONLY BY SSI/MSE UNITS HAVING VALID REGISTRATION  
CLAIMING TENDER FEE & EMD EXEMPTION ON THE BASIS OF UDYOG AADHAAR  
MEMORANDUM)**

**UNDERTAKING**

We hereby undertake that, the quote/Offer submitted by us against this tender is only for Items/category of items as tendered and same also have been mentioned/specified in our valid Udyog Aadhar Memorandum (UAM) Certificate being enclosed alongwith TC-Bid.

Dated:

Authorised Signatory:

Name :-

Designation :-

Seal :-