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NOT FOR PUBLICATION

BHARAT HEAVY ELECTRICALS LIMITED



TENDER SPECIFICATIONS

FOR

RATE CONTRACT FOR INTERNATIONAL COURIER SERVICE

FOR

BHARAT HEAVY ELECTRICALS LTD.

INTERNATIONAL OPERATIONS DIVISION

5th FLOOR, INTEGRATED OFFICE COMPLEX

LODHI ROAD, NEW DELHI

INDIA-110003

Rajiv Mittal
19/12/2021
आर के मिश्र / R.K. Mittal
वरिष्ठ प्रशासनिक अधिकारी / Sr. Administrative Officer
अंतराष्ट्रीय परिचालन विभाग / International Operations Division
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड, नई दिल्ली-110003
Integrated Office Complex, Lodhi Road, New Delhi-110003

NOTIFICATION NO.: BHEL:IO:COUR:21:02

DATE & TIME OF SUBMITTING OF BIDS- LATEST BY 1430 HRS ON 31.12.2021
DATE & TIME OF OPENING TECHNICAL BIDS- 1500 HRS ON 31.12.2021

NOTICE INVITING TENDER

NOTIFICATION NO. : BHEL:IO:COUR:21:02

IMPORTANT NOTE

- I. RECEIVER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETENESS OF ALL PAGES OF TENDER DOCUMENT (PRINTED PAGES INCLUDING ANNEXURES) AND REPORT TO THE TENDER ISSUING AUTHORITY ANY DISCREPANCY WITHIN THE TIME REFERRED AT CLAUSE NO T-3.
- II. THE BIDDER IS REQUIRED TO SPECIFICALLY MENTION **(IN A DEVIATION STATEMENT ATTACHED AS ANNEXURE VII)** THE CLAUSES OF THE TENDER THAT ARE NOT ACCEPTABLE IN THEIR PRESENT FORM AND ALSO THE DEVIATION SOUGHT, IF ANY. ANY DEVIATION MENTIONED ELSEWHERE WILL NOT BE CONSIDERED.
- III. IN CASE THERE ARE NO DEVIATIONS, THE BIDDER SHALL CLEARLY CERTIFY THE SAME IN THE **DEVIATION STATEMENT ANNEXURE-VII.**
- IV. IT IS EXPECTED THAT THE DEVIATIONS (IF ANY) SHALL BE BARE MINIMUM AND OFFERS WITH UNACCEPTABLE DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY FURTHER DISCUSSIONS.
- V. A COMPLETE SET OF TENDER DOCUMENTS MAY BE DOWNLOADED FREE OF COST FROM THE WEBSITE https://www.bhel.com/index.php/latest_tenders also from Government website <https://eprocure.gov.in/cppp/> BY INTERESTED BIDDERS AFTER PROPER REGISTRATION ON THE WEBSITE. REGISTRATION REQUEST WILL PROMPT WHEN THE BIDDER CLICKS ON THE DOWNLOAD LINK.



T-1 **Bharat Heavy Electricals Limited, International Operations Division, New Delhi** invites sealed bid offers on two part bid system to finalize the rate contract for International Courier Services for dispatch of documents, packages and boxes to various countries on **Door to Door Delivery** basis for a period of two years. You are requested to submit your most competitive offer. **Part I technical bid-cum-un priced bids shall be opened at the date and time mentioned below in presence of bidders** who may like to be present at that time. The date of opening of the Part-II Price Bid will be intimated subsequently. Price bid of techno-commercially acceptable tenders shall be opened in the presence of bidders who may like to be present at that time. BHEL may seek clarifications from Bidders, if so required, before price-bid opening.

T-2 The tender specification consists of the following:

1. Pre-qualification Requirement (Page No.5)
2. Evaluation Criteria (Page No.6-10)
3. General Terms & Conditions (Page No.11 to 14)
4. Commercial Terms & Conditions (Page No.15 to 18)
5. Annexures I to X (Page No. 19 to 31)

T-3 Offer is to be addressed to:

Mr. Piyush Agarwal, Sr. DGM (IO)
Bharat Heavy Electricals Limited
International Operations Division,
Lodhi Road, New Delhi 110 003

Phone: 41793438; Fax: 011 24367130; Email-id: piyush.agarwal@bhel.in

Clarifications, if any, shall also be addressed to the above address no later than 10 days from the date of issue of this tender. Response to such queries will be given to all the bidders who have downloaded the tender documents from the website after proper registration. At any time prior to the deadline of submission of bids, BHEL may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding document by issuing addenda/corrigenda.

T-4 Last date & time for submission of bid : **1430 Hrs IST on 31.12.2021**
Opening of Part I Techno Commercial-Unpriced bid : **1500 Hrs IST on 31.12.2021**

at BHEL, Integrated Office Complex, Lodhi Road, New Delhi - 110003.

If any of the dates mentioned above happen to be BHEL holiday, the next working day shall be implied. BHEL reserves the right to extend the bid submission date at its sole discretion. Extension if any in the bid submission will be communicated to all the bidders who have downloaded the tender documents from the website after proper registration and will also be published on BHEL's website.

T-5 Bids should be submitted only through Registered Post / Speed Post / Courier / In-person.

T-6 The offer is required to be submitted in two parts, Part-I as Techno Commercial-Unpriced bid and Part-II as price bid, in separate sealed cover **Part II of the bid should contain only the Price Schedule (filled up Annexure II) in hard copy as well as in soft form as explained at Clause G-1. All other information/documents forming the part of the offer should be submitted along with Part-I Techno Commercial-Unpriced bid.** Technically qualified bidders as defined in Evaluation Criteria will only be considered for opening of Part-II price bid. BHEL reserves the right to accept or reject any of the bids/all the bids or cancel/withdraw the invitation of bid without assigning any reason whatsoever and in such case any bidder/intending bidder shall have no claim arising out of such action by BHEL.

T-7 A checklist of documents to be submitted with the bid is provided at Annexure-X.

T-8 The anticipated business volume during the contract period of two years shall be approx. 21 Lakhs.

However, above figure of 21 Lakhs is indicative for tender purposes only and does not guarantee the business volumes for the contract period of two years. This may increase or decrease depending upon actual requirements.



PRE-QUALIFICATION REQUIREMENTS

P-1 The Bidder is required to submit an **Earnest money deposit (EMD)** of **INR 42,000/- (Rupees Forty Two Thousand only)** in any one of the following forms along with Part-I Techno Commercial-Unpriced bid. Bids not accompanied with EMD shall be rejected.

- Demand Draft in favour of Bharat Heavy Electricals Limited payable at New Delhi
- Through EFT-before tender opening (Bank Name :Canara Bank , A/c No: 0307201003847, IFSC Code:002142/CNRB0002142 Beneficiary name: BHEL)

Micro, Small and Medium Enterprise (MSME) shall be exempted from payment of Earnest Money Deposit (EMD) at the time of tender submission. However, there is no exemption of security deposit. MSE suppliers can avail the intended benefits only if they submit attested copies of either Udyog Adhaar or EM-II Certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) along with attested copy of CA Certificate (format enclosed at Annexure-IX) or valid NSIC Certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission.

P-2 Bidder shall offer courier service to all the 71 countries as mentioned in Annexure-II.

P-3 Bidder shall meet the following requirements/conditions and submit the necessary documents as mentioned against each requirement/condition:

a) The average annual turnover for last three years (2018-19 to 2020-21) should be atleast ₹6.30 Lakhs (Rupees Six Lakh Thirty Thousand per annum) - **Copy of audited financial report for last three years to be submitted along with the bid** (Copy of only Audited Balance Sheet and Profit & Loss Account to be submitted. Complete annual report is not required).

b) Bidder should have successfully completed three similar works costing not less than 40% of the estimated costs as per T-8 in last 7 years ending last day of month previous to the one in which applications are invited or

Two similar completed works costing not less than 50% of estimated costs as per T-8 in last 7 years ending last day of month previous to the one in which applications are invited or

One similar completed works costing not less than 80% of estimated costs as per T-8 in last 7 years ending last day of month previous to the one in which applications are invited.

"Similar Works" means experience in International Courier Service. Copy of Purchase Order/Contract(s) with contact details of customer/parties in support of above to be submitted along with the bid.

c) Bidder should have their own/ subsidiary/ dedicated hired Customs Handling Agent (CHA) licensee – Proof of the same to be submitted.

d) Bidder should not be under liquidation, court receivership or similar proceedings – Self-declaration from the bidder to this effect is required to be submitted with Bid Part-I.

P-4 Confirmation that the rates quoted are **firm (inclusive of fuel surcharge and war surcharges except GST and custom duty)** till the completion of the contract. Copy of the confirmation letter in this regard without mentioning the rates to be attached with Bid part-I (format enclosed as Annexure-I). BHEL will only pay surcharges, if applicable, as mentioned in Annexure-IV.

EVALUATION CRITERIA

Note:

1. Those bidders whose offer has been scrutinized and found to be complying with the qualification requirements and also other tender specifications will be considered as technically qualified bidders.
2. Price bid (part II of the bid) of only technically qualified bidders will be opened. Price bid of bidders technically rejected will not be opened.

Evaluation of price bid will be done in following manner:

Step-1 (Calculation of Price₁):

1. Rate for each weight slab will be calculated to arrive at slab wise rate for each country. For packages upto 2.5 kg quoted slab wise rate will be slab wise rate. However, for packages weighing more than 2.5 kg, per kg rate is to be quoted. Slab wise rate will be calculated by multiplying per kg rate with mean weight of each slab.

Following mean weight will be considered for evaluation purpose:

S.No.	Slab	Mean weight for evaluation purpose
1	2.5kg – 5.0 kg	3.75 kg
2	5.0 kg – 10.0 kg	7.50 kg
3	10.0 kg – 15.0 kg	12.50 kg
4	15.0 kg – 20.0 kg	17.50 kg
5	Above 20.0 kg	25.00 kg

See example below:

Quoted rate for country 'A'

S.No.	Country	Weightage	Quoted Price (INR)									
			Slab wise (INR)					Per kg rate (INR)				
			0.0 kg - 0.5 kg	0.5 kg - 1.0 kg	1.0 kg - 1.5 kg	1.5 kg - 2.0 kg	2.0 kg - 2.5 kg	2.5kg - 5.0 kg	5.0 kg - 10.0 kg	10.0 kg - 15.0 kg	15.0 kg - 20.0 kg	Above 20.0 kg
1	A	1.50	100	120	130	140	150	100	150	200	250	300

Slab wise rate for country 'A' will be calculated as:

S.No.	Country	Weight age	Slab wise rate (INR)									
			0.0 kg - 0.5 kg	0.5 kg - 1.0 kg	1.0 kg - 1.5 kg	1.5 kg - 2.0 kg	2.0 kg - 2.5 kg	2.5kg - 5.0 kg	5.0 kg - 10.0 kg	10.0 kg - 15.0 kg	15.0 kg - 20.0 kg	Above 20.0 kg
1	A	1.50	100	120	130	140	150	3.75x 100 =375	7.50 x 150 =1125	12.5 x 200 =2500	17.5 x 250= 4375	25 x 300= 7500

2. Surcharges mentioned at Sl. Nos. 3 & 4 of Annexure- 3 will be added to each slabwise rate as calculated above for applicable countries mentioned by the bidder to arrive at modified slabwise rate.

For example, if following list-1 of surcharges has been quoted:

Sl.No.	Description	Applicable for Countries	Unit of measurement (Per shipment/per package)	Quoted Rate (Rs.)
1	Service/Administrative charge on Customs Duty paid	All	Per shipment	100
2	Commercial charges for customs clearance and processing charges for outbound commercial shipment.	All	Per shipment	300
3	Elevated Risk Surcharges	A	Per shipment	50
4	Restricted destinations under UN sanction list	B	Per shipment	75

Then modified slabwise rate for country 'A' will be:

S.No.	Country	Weight age	Modified Slab wise rate (INR)									
			0.0 kg - 0.5 kg	0.5 kg - 1.0 kg	1.0 kg - 1.5 kg	1.5 kg - 2.0 kg	2.0 kg - 2.5 kg	2.5 kg - 5.0 kg	5.0 kg - 10.0 kg	10.0 kg - 15.0 kg	15.0 kg - 20.0 kg	Above 20.0 kg
1	A (Not under UN restricted destinations)	1.50	100	120	130	140	150					
			+	+	+	+	+	375	1125	2500	4375	7500
			50	50	50	50	50	+	+	+	+	+
			=	=	=	=	=	50	50	50	50	50
			150	170	180	190	200	=	=	=	=	=
								425	1175	2550	4425	7550

3. Each slabwise rate of a country obtained after step 1 & 2 will be added and multiplied with weightage to calculate weighted price of that country.

Take example of case considered above, weighted price of country 'A' will be

$$\begin{aligned}
 \text{Weighted Price of 'A'} &= 1.50 \times (150+170+180+190+200+425+1175+2550+4425+7550) \\
 &= 1.50 \times 17015 \\
 &= 25522.50
 \end{aligned}$$

4. Similar exercise will be repeated for obtaining weighted price of each country.
5. Price₁ will be the sum of weighted prices of all countries.
Price₁ = Σ (weighted price of each country)



Step-2 (Calculation of Price₂):

- Rate for each weight slab will be calculated to arrive at slabwise rate for each country. For packages upto 2.5 kg quoted slabwise rate will be slabwise rate. For packages weighing more than 2.5 kg where per kg rate is quoted slabwise, rate will be calculated by multiplying per kg rate with mean weight of each slab.

Following mean weight will be considered for evaluation purpose:

S. No.	Slab	Mean weight for evaluation purpose
1	2.5kg – 5.0 kg	3.75 kg
2	5.0 kg – 10.0 kg	7.50 kg
3	10.0 kg – 15.0 kg	12.50 kg
4	15.0 kg – 20.0 kg	17.50 kg
5	Above 20.0 kg	25.00 kg

See example below:

Quoted rate for country 'A'

S.No.	Country	Weightage	Quoted Price (INR)									
			Slab wise (INR)					Per kg rate (INR)				
			0.0 kg - 0.5 kg	0.5 kg - 1.0 kg	1.0 kg - 1.5 kg	1.5 kg - 2.0 kg	2.0 kg - 2.5 kg	2.5kg - 5.0 kg	5.0 kg - 10.0 kg	10.0 kg - 15.0 kg	15.0 kg - 20.0 kg	Above 20.0 kg
1	A	1.50	100	120	130	140	150	100	150	200	250	300

Slab wise rate for country 'A' will be calculated as:

S.No.	Country	Weight age	Slab wise rate (INR)									
			0.0 kg - 0.5 kg	0.5 kg - 1.0 kg	1.0 kg - 1.5 kg	1.5 kg - 2.0 kg	2.0 kg - 2.5 kg	2.5kg - 5.0 kg	5.0 kg - 10.0 kg	10.0 kg - 15.0 kg	15.0 kg - 20.0 kg	Above 20.0 kg
1	A	1.50	100	120	130	140	150	3.75x 100 =375	7.50 x 150 =1125	12.5 x 200 =2500	17.5 x 250=4375	25 x 300=7500

- Surcharges mentioned at Sl. Nos. 1,2,3 & 4 of List-1 (Annexure-III) of surcharges will be added to each slabwise rate as calculated above for applicable countries mentioned by the bidder to arrive at modified slabwise rate.



For example, if following list-1 of surcharges has been quoted:

Sl.No.	Description	Applicable for Countries	Unit of measurement (Per shipment/per package)	Quoted Rate (Rs.)
1	Service/Administrative charge on Customs Duty paid	All	Per shipment	100
2	Commercial charges for customs clearance and processing charges for outbound commercial shipment.	All	Per shipment	300
3	Elevated Risk Surcharges	A	Per shipment	50
4	Restricted destinations under UN sanction list	B	Per shipment	75

Then modified slabwise rate for country 'A' will be:

S.No.	Country	Weight age	Modified Slab wise rate (INR)									
			0.0 kg - 0.5 kg	0.5 kg - 1.0 kg	1.0 kg - 1.5 kg	1.5 kg - 2.0 kg	2.0 kg - 2.5 kg	2.5kg - 5.0 kg	5.0 kg - 10.0 kg	10.0 kg - 15.0 kg	15.0 kg - 20.0 kg	Above 20.0 kg
1	A	1.50	100	120	130	140	150	375			4375	
			+	+	+	+	+	+			+	
			100	100	100	100+	100	+	1125	2500	+	7500
			+30	+30	+30	300+	+30	100+	+	+	100+	+
			0+5	0+5	0+5	50	0+5	300+	100+300	100+30	300+	100+30
			0	0	0	=	0	50	+50	0+50	50	0+50
			=	=	=	590	=	=	=	=	=	=
			550	570	580		600	825	1575	2950	4825	7950

3. Each slabwise rate of a country obtained after step 1 & 2 will be added and multiplied with weightage to calculate weighted price of that country.

Take example of case considered above, weighted price of country 'A' will be
Weighted Price of 'A' = $1.50 \times (550+570+580+590+600+825+1575+2950+4825+7950)$
= 1.50×21015
= 31,522.50

4. Similar exercise will be repeated for obtaining weighted price of each country.
5. Price₂ will be the sum of weighted prices of all countries.
Price₂ = Σ (weighted price of each country)

Step-3 (Calculation of Total Price):

1. Total Price will be calculated as,
Total Price = Price₁ + Price₂



Step-4 (Declaration of L1 bidder):

1. Total price calculated in step-3 will be used to decide the lowest price (L1) bidder.
2. Total price of each bidder will be calculated and bidder with lowest total price will be declared L1 bidder.

Note:

1. List-2 (Annexure-IV) of surcharges will not be used in evaluation process. However, bidder to quote List-2 of surcharges as applicable. Quoted price shall remain firm for entire duration of the contract.
2. Only for purpose of calculating average weight of the category, the lower and upper specified weight in the category will be considered for calculating the average weight.



GENERAL TERMS & CONDITIONS

G-1 Dispatch Instructions

The complete offer duly furnishing all details and documents, as per the instructions given in various clauses of this tender document, shall be signed and sent in an outer sealed cover containing part-I (Techno Commercial-Unpriced bid) and part- II (price bid in hard copy as well as in CD-ROM/Pen-Drive containing soft copy in excel format) in two separate sealed envelopes. The outer cover and the inner two covers shall be super scribed with the name of the work, tender no. and due date as given the tender notice. Inner envelopes to be super scribed with "Techno-Commercial Offer" and "Price Offer". In case the bid documents are not marked as specified, BHEL will not be responsible for any misplacement or premature opening of such bid/s. Decision of BHEL to accept or reject such bids will be final & binding. In case of any discrepancy between the information submitted in the soft form and the signed hard copy, the information submitted in the signed hard copy will prevail.

G-2 Offers received after the due date and time of submission are liable to be rejected. Offers received by fax will not be considered. A bidder may modify or withdraw his bid after submitting it, provided that the modification or notice for withdrawal is received in writing by BHEL prior to the prescribed bid submission deadline. Further, modified bid is to be submitted on or before prescribed bid submission deadline.

G-3 Bids shall be opened by BHEL at the place, date & time as specified in the tender notice in the presence of such of those Bidders or their authorized representatives who may be willing to attend the bid opening.

G-4 Bidder must fill up all the annexures/schedules and furnish all the required information as per instructions given in various clauses of the tender specifications. ***Each and every page of the offer must be stamped & initialed by the Bidder. Bidder shall also stamp, initial and return the tender documents along with Part I of the bid as a proof of his having read and accepted all the terms and conditions of the tender.*** Information furnished shall be complete by itself.

G-5 Language of the bid shall be English only. Bidder shall quote the rates in English language and Indo-Arabic numerals. These rates shall be entered in figures. Rates should be quoted in Indian Rupees only. The evaluation currency for this tender shall be INR.

G-6 All entries in the tender shall either be typed or written in indelible ink. Erasing and overwriting are not permitted.

G-7 Any remark or deviation should be in the format given at Annexure VI.

G-8 Following documents must be submitted by Bidder along with Part-I Techno Commercial-unpriced bid. Non-submission of this information may lead to rejection of the offer.

- a) Copy of PAN registration
- b) Copy of GST registration

G-9 ***The offer shall be signed by a person duly authorized/empowered to do so. The authority to sign the bid on behalf of the bidder shall be evidenced through a copy of Power of Attorney in favour of the signatory which shall be enclosed with the bid.***

G-10 Submission of authentic documents is the prime responsibility of the bidder. Wherever BHEL has concern or apprehension regarding the authenticity/correctness of any document, BHEL reserves a right of getting the document cross verified from the document issuing authority.

G-11 Bidder shall ensure that the quoted rates are in accordance to the different weight categories for documents/boxes mentioned in the Annexure II (price schedule).

- For category from 2.5 kgs above, bidders to quote rates on per kg basis.
- In the weight slab of price schedule, lowest weight is included and highest weight is excluded.

G-12 All expenses incurred in connection with the preparation and delivery of the bid, participating in the discussion and other expenses incurred during the bidding process shall be borne by the bidder only.

G-13

- a) The right of acceptance of bids will rest with BHEL which does not bind itself to accept the lowest bid or any bid and reserves for itself full rights for the following without assigning any reasons whatsoever
 - I. To reject any offer.
 - II. To split up the work amongst two or more Bidders
 - III. Offer the work in part/s.
- b) Conditional tenders, tenders quoting unworkable rates and amounts or tenders which are incomplete or otherwise considered defective or tenders which are not in accordance with the tender conditions/specifications etc., are liable to be rejected.
- c) If the Bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract after award and forfeit the earnest money/security deposit/any other money due.
- d) Canvassing in any form for the tender is strictly prohibited and tenders submitted by the bidder who resort to canvassing are liable to be rejected.
- e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certificates, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

- f) Should Bidder, or in the case of firm or Company, the Directors of such Company have a relation or relations employed in the capacity of any officer of BHEL, the authority inviting tender shall be informed of the fact along with offer, failing which BHEL may at its sole discretion reject the tender or cancel the contract and forfeit the earnest money/security deposit.

- g) Contractor should not sub-contract a part or complete work detailed in the tender specification/undertaken by him at any stage without written permission from BHEL. Bidder is solely responsible to BHEL for work awarded to him.

G-14 In case of:

- I. Contractor's continued poor performance brought to his notice from time to time, or
- II. Insolvency of the contractor, or
- III. Persistent disregard to the instructions of BHEL, or
- IV. Assignment, transfer, sub-letting of the contract without BHEL's written permission, or
- V. Non-fulfillment of any contractual obligations or obligations under the law,

BHEL reserves following rights without entitling the contractor for any compensation:

- a) To get work done through any other agency at the risk & cost of the contractor. The incremental cost incurred in this regard will be recovered from the Contractor's bill/invoice.
- b) To terminate the contract after giving **one-month** notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages.
- c) To recover any amount from the contractor, from the payments due to the contractor under this contract or any other contract or from the security deposit.

In the event of any dispute of any nature in these cases, the decision of BHEL shall be final & binding on the contractor.

G-15 Taxes & Duties:

The contractor shall pay taxes, fees, license charges, deposits, duties, royalty, commissions or any other charges which may be leviable on account of any of his operation in executing the contract. Bidder shall quote rates inclusive of all such charges except GST and custom duty, which shall be payable extra as applicable from time to time. In case BHEL is forced to pay any of such charges (except GST and custom duty), BHEL shall have the right to recover the same from the contractor from any money due to the contractor as deemed fit.

Wherever Customs Duty is paid by the Contractor on behalf of BHEL, the same will be reimbursed along with custom clearance charges at actuals on submission of complete supporting documents i.e. copy of import bill of entry, custom duty paid receipt and other related receipts.

G-16 Force Majeure:

The following shall amount to Force Majeure: Acts of God, Acts of any Government warranting changes in the existing situation, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclones, Earth Quakes and Epidemic over which Contractor has no control.

If the Contractor suffers delay in the due execution of the contractual obligations due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or, the obligations of the contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency, the contractor immediately (within two days) reports to BHEL in writing the cause of delay and the likely effect/damaged caused. The contractor shall not be eligible for any compensation and there shall be no price variation. Also, the contractor shall ensure automatic resumption

of all the obligations of the contractor including maintaining the same delivery period as original obligation schedule upon the coming to end of the Force Majeure event.

BHEL's decision as to what constitutes Force Majeure and its end/restoration to normalcy shall be final and binding upon the contractor.

G-17 Demurrage / Wharfage

No demurrage/wharfage charges whatsoever will be paid on any consignment including storage. However, in case of delay for reasons attributable to BHEL, BHEL shall reimburse at actuals.

G-18 This contract shall be governed by Indian Laws. Jurisdiction shall be New Delhi.

G-19 Dispute Resolution

All disputes arising out of this contract & in relation thereto & which cannot be settled amicably by both BHEL and the contractor, shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of Courts at New Delhi.

G-20 The contractor shall observe highest standards of ethics during the execution of the contract.

G-21 Volumetric Weight:

Volumetric weight of packages/boxes will be calculated according to the formula below. Payment will be made for actual weight or volumetric weight, whichever is higher.

$$\text{Volumetric Weight (in kgs)} = \frac{\text{Length (in cm)} * \text{Breadth (in cm)} * \text{Height (in cm)}}{5000}$$

G-22 GST Input Credit

Payment will be released against GST compliant Invoices only. In case of any loss of GST Input credit claim to BHEL resulting from delay in submission of invoice by the contractor, the same shall be borne by the contractor. BHEL GST details will be shared at the time of award of Work Order with successful bidder.

G-23 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

G-24 No announcements, press releases, handouts or photographs for publication etc. relating to this agreement/ purchase-order/ work-order or any part of the Supply/Work shall be issued or released without BHEL's prior written approval.



COMMERCIAL TERMS & CONDITIONS

- C-1 **Scope of Work:** The scope of work shall include dispatch of documents and boxes as defined in Annexure II to various countries on Door to Door Delivery basis for international destinations. However, the volume may increase or decrease as per actual requirement at the sole discretion of the BHEL.

Contractor will collect documents/boxes from BHEL International Operation Division (IOD) office located in Integrated Office Complex, Lodhi Road, New Delhi – 110003 or any other location within India as advised by BHEL by close of working hours on all working days and, if required, beyond close of working hours/on holidays duly weighed, documented and registered in the proof of delivery (POD) form giving complete details such as consignment no., date, weight, consignee address etc. for timely delivery. The Contractor shall have their representatives accessible either by person or by phone during office hours or after office hours on all days of contract period, if called for.

The Contractor shall provide:

- Door to Door timely collection / delivery
- Pro-active monitoring
- Dynamic web site tracking of the consignment.
- Generate POD reports from the vendor's web site by BHEL
- Arrangements for late pick up of consignments. Pickup should also be available on weekends, holidays and after office hours, whenever/wherever required.
- Packing material in BHEL-IOD, New Delhi premises.
- Necessary packing, if required, for any document/material is to be done by Bidder.

The contractor, if required, shall also be responsible for arranging BHEL AD (Authorized Dealer) code/IEC registration with respective Airport Custom Authority wherever BHEL is not registered upon advise from BHEL on case to case basis. Charges for such registration shall be reimbursed by BHEL against submission of documentary evidence.

- C-2 **Validity:** The bid shall remain valid for acceptance for period of 90 days from the date of bid submission as specified in the NIT.
- C-3 **Prices:** The rates quoted shall be ***firm (inclusive of fuel surcharge and all other charges except GST and customs duty)*** till the completion of the contract. BHEL will only pay surcharges, if applicable, as mentioned in Annexure-IV.
- C-4 Bidder is required to furnish the prices of surcharges against the countries as detailed in List-1 (Annexure-III) duly signed and stamped. These quoted prices will be loaded in bidder's quoted price against applicable countries. Rates should be quoted on fixed price basis only. Rates quoted in % will not be considered and bid will be summarily rejected.
- C-5 Bidder is also required to submit the prices of surcharges as per List-2 (Annexure-IV) duly signed and stamped. However, these prices will not be considered in the evaluation of bidder's price bid. These surcharges will be paid extra on case-to-case basis. It is clarified that these surcharges will have to be agreed in writing before actual shipment at the rates given by bidder in Annexure-IV. Rates should be quoted on fixed price basis only. Rate quoted in % will not be considered and bid will be summarily rejected.

- C-6 Bidder is required to quote prices for the Optional Countries as mentioned in Annexure-V. These quoted price would not be part for evaluation of price bid. Shipments have to be delivered to the optional countries at the quoted prices as per Annexure-V. Further these quoted price will be valid for the entire contract period and there would not be any change in the quoted prices.
- C-7 **Taxes:** All applicable taxes and duties including but limited to GST and Custom duty, as applicable from time to time, shall be paid extra on production of supporting documents/receipts. Payment of GST will be made subject to submission of GST compliant invoices and filing of GST returns. If BHEL incurs any GST loss due to any non-compliance by the bidder, the same will be deducted from the payment.
- C-8 **Earnest Money/Security Deposit:** The bidder is required to submit an Earnest Money Deposit (EMD) along with their bids as specified in the NIT. Bids not conforming to this condition will be summarily rejected.
- The Earnest Money Deposit (EMD) will be refunded to the unsuccessful bidder(s) within one month from the date of award of the contract.
 - The EMD deposit of the bidder selected for award of contract will be retained towards adjustment for Security Deposit for the due fulfillment of the contract and will be refunded only after accounts are settled in accordance with the contract and after the completion of contract period.
 - No interest shall be payable on the EMD/Security Deposit.
 - The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity or does any breach of tendering terms & conditions, or
 - If a bidder modifies his bid on his own, or
 - If the information/documents forming basis of evaluation submitted by bidder in his bid are found to be false/forged.
 - If the bidder fails to sign the contract within 1 week of being notified of award.
 - If the bidder does not submit security deposit for the amount and in the form specified below to BHEL within 7 days of signing the contract.

Bidder selected for award of contract shall have to deposit a **Security deposit of INR 1,05,000 (Rupees One Lakh Five Thousand only)** towards satisfactory performance of the contract, within 7 days of signing of contract. The contractor shall start work as per contract immediately after security deposit is accepted by BHEL or on receipt of instruction from BHEL. EMD deposit of such bidder shall be adjusted towards Security Deposit and the balance of **INR 63,000** shall be deposited by such bidder either in form of Demand Draft in favor of "**Bharat Heavy Electricals Limited, New Delhi**" or Bank Guarantee (as per format at Annexure-VIII) drawn from any scheduled bank in India. Security deposit shall be retained for due fulfillment of the contract and will be refunded only after 90 days of completion/expiry of contract. The Bank Guarantee shall be valid for 90 days beyond the expiry of the contract. Non-performance of contract will result in forfeiting of Security Deposit.

- C-9 **Contract Period:** Contract period shall be **two years from date of signing of contract**. However, the same can be extended further for a period of 1 year or part thereof with mutual consent on the same terms & conditions.

C-10 Document/boxes Pick-up:

- All document/boxes will have to be picked-up from the locations/units (Annexure-VII) or as communicated from time to time. Please note that BHEL location/units are under the control of CISF (functions under the administrative control of Ministry of Home Affairs) and hence there are certain statutory rules and regulations which need to be followed, while picking the document/boxes.
- Pickup should be arranged as per advice from concerned official.
- Any additional documents if required for any specific country, should be informed in advance to concerned official.

C-11 Delivery period: All documents/boxes collected, will have to be delivered within 5 working days from date of collection from BHEL including time for customs clearance and excluding the day of collection from BHEL. In case of any delay in delivery of any consignment for whatever reasons, BHEL shall be immediately informed. Non-working days in the country of dispatch of consignment and non-working days in the transit and / or destination country will be excluded for the purpose of determining the number of working days. However, there will be an additional transit time of 2 (Two) working days from other locations and manufacturing units of BHEL where there is no International Airport along with Customs facility to clear the shipments in courier mode.

C-12 Penalty: In case delivery is delayed beyond **five (5) working days** from the date of collection from BHEL, except for force majeure condition or for reasons attributable to BHEL or due to delay by customs in clearance, penalty at the rate of **₹1000/- (Rupees one thousand only) or 10% of the billed amount of that courier, whichever is lower**, shall be levied for each working day of delay.

Maximum penalty, per courier, shall be limited to the lower of the following:

₹5000/- (Rupees five thousand only), or

the billed amount/invoice value for that particular courier.

This penalty shall be recovered from any payments due to the contractor under this contract or any other contract.

In case delivery is delayed due to delay in custom clearance, the invoice for the same shall be backed by appropriate documented proof.

C-13 Terms of payment: Invoices should be raised on monthly basis only. Invoices sent on piece meal basis will not be entertained in any circumstances. Further, *Shipping Bills, if any, are required to be attached with the invoice invariably otherwise invoices would not be processed.* Payment shall be released in 30 days time subject to receipt of GST compliant invoice along with all required supporting documents through ECS/EFT *No advance payment shall be made to the contractor.* BHEL reserves the right to deduct amount from the bill/invoice as may be considered reasonable for unsatisfactory/delayed execution of the work. The decision of BHEL will be final in this regard.

C-14 Safe Delivery: The Contractor shall ensure absolute security, safety, secrecy and confidentiality of the documents while giving its services and shall ensure that the consignments are delivered in the same condition, closed and sealed, as given. The Contractor shall obtain acknowledgement from the addressee and deliver the proof of delivery to sender's office.



- C-15 The Contractor would undertake to indemnify BHEL against any loss/damage, charge or expenses as BHEL may be put to or incurred by BHEL due to delay, non-delivery or damage to any of the packages or documents whatsoever. Such liability of the Contractor shall be limited to USD 100 (INR 7000/-) per consignment which is lost/damaged. Contractor shall provide Statement of Fact for each loss/damage to the consignment/box. Contractor shall however, not be responsible for loss or damage or delay caused due to Force Majeure.
- C-16 The Contractor will ensure that all couriers are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the recipient. It is desirable that the contractor shall update consignee regarding dispatch/tracking/delivery of the consignments over email/phone.
- C-17 The Contractor will furnish proof of delivery (POD) of couriers along with the invoice. The POD(s) submitted should have the signature of the recipient, his/her name and telephone number. Alternatively, Contractor's website POD is also acceptable provided that the name and details of the recipient are available on the website POD.
- C-18 The Contractor will return the undelivered couriers within two weeks to the consignor at the concerned office/unit of BHEL with prior approval of consignor.
- C-19 **Comparison of tenders:** Bids shall be evaluated based on Evaluation Criteria as explained in the tender.
- C-20 **Price Schedule:** The Price Schedule is enclosed at **Annexure II**. It shall be filled and submitted by the bidder in a separate envelope as Part II price bid in signed hard copy as well as in soft form as explained at clause G-1. **Part II of the bid should contain only the Price Schedule (filled up Annexure II) in hard copy as well as in soft form as explained at Clause G-1. All other information/documents forming the part of the offer should be submitted along with Part-I Techno Commercial-Unpriced bid.**
- C-21 BHEL shall have the full right of termination of the contract due to non-performance against the contract at any time without assigning any reason whatsoever after giving one month notice.
- C-22 Contractor shall have to operate under this contract with other offices/manufacturing units of BHEL located in India (as per details provided at Annexure VI) on the agreed rate under this rate contract by opening separate child accounts for the concerned office/manufacturing unit. **Payment for services provided against such child accounts shall be made directly by the concerned office /manufacturing unit.**
- C-23 In case, BHEL want any document/package/box to be collected from any overseas destination to any location within India, contractor shall arrange pick up from overseas destination and deliver the cargo in India. The rates for such services may be agreed at the time of arranging shipment. In this case contractor shall extend the credit facility for the payment from the existing account (outbound) with BHEL.



**[TO BE PRINTED ON BIDDER'S LETTER HEAD, MENTIONING TENDER NAME & TENDER
NUMBER ALSO]**

UNDERTAKING

ANNEXURE -I

We, (name of the bidder) , hereby confirm that our offered courier service covers all of the 71 countries mentioned in the Annexure-II. We also confirm that the rates quoted are ***firm (inclusive of fuel surcharge and war surcharges except GST and custom duty)*** till the completion of the contract and BHEL will only pay surcharges, if applicable, as mentioned in Annexure-IV.

We further confirm that we have given our quote in the price schedule (part II of our bid) for all the countries, categories, and weight ranges mentioned in Annexure II. We have also noted that failure to completely fill up the price schedule will lead to rejection of our bid.

Authorized representative's signature with name and address



ANNEXURE –II

Price Sheet (1/2)												
S.No.	Country	Relative Weightage	Quoted Price (INR)									
			Slab wise (INR)					Per kg rate (INR)				
			0.0 - 0.5 kg	0.5 - 1.0 kg	1.0 - 1.5 kg	1.5 - 2.0 kg	2.0 - 2.5 kg	2.5 - 5.0 kg	5.0 - 10.0kg	10.0 - 15.0 kg	15.0 - 20.0 kg	20.0 kg above
1	Afghanistan	0.9										
2	Algeria	0.9										
3	Australia	0.9										
4	Azerbaijan	0.9										
5	Bangladesh	4.0										
6	Belarus	1.1										
7	Bhutan	3.2										
8	Burkina Faso	0.7										
9	Burundi	0.8										
10	Cambodia	0.8										
11	Cameroon	0.8										
12	Canada	0.8										
13	Chad	3.2										
14	China	1.0										
15	Comoros	2.8										
16	D R Congo	2.9										
17	Egypt	1.0										
18	Ethiopia	1.0										
19	France	0.8										
20	Gambia	0.9										
21	Germany	0.9										
22	Greece	1.0										
23	Hong Kong	0.9										
24	Indonesia	1.0										
25	Iraq	0.8										
26	Italy	1.0										
27	Japan	1.2										
28	Jordan	1.0										
29	Kazakhstan	1.0										
30	Kenya	1.0										
31	Kuwait	1.0										
32	Laos	1.0										
33	Lebanon	1.0										
34	Liberia	1.0										
35	Libya	1.0										

Price Sheet (2/2)												
S.No.	Country	Relative Weightage	Quoted Price (INR)									
			Slab wise (INR)					Per kg rate (INR)				
			0.0 - 0.5 kg	0.5 - 1.0 kg	1.0 - 1.5 kg	1.5 - 2.0 kg	2.0 - 2.5 kg	2.5 - 5.0 kg	5.0 - 10.0kg	10.0 - 15.0 kg	15.0 - 20.0 kg	20.0 kg above
36	Malaysia	1.0										
37	Mauritius	3.7										
38	Mongolia	3.3										
39	Myanmar	1.0										
40	Namibia	1.0										
41	Nepal	3.6										
42	New Zealand	0.9										
43	Niger	2.7										
44	Nigeria	3.1										
45	Oman	3.2										
46	Philippines	0.8										
47	Papua New Guinea (PNG)	1.0										
48	Russia	0.8										
49	Rwanda	0.8										
50	Saudi Arabia	0.8										
51	Senegal	0.8										
52	Singapore	1.0										
53	South Africa	0.8										
54	Sri Lanka	0.8										
55	Syria	3.2										
56	Tajikistan	0.8										
57	Tanzania	1.5										
58	Thailand	1.0										
59	Trinidad & Tobago	0.8										
60	Tunisia	0.8										
61	Turkey	1.0										
62	U. A. E.	3.0										
63	U. S. A.	0.9										
64	Uganda	0.8										
65	Ukraine	1.0										
66	United Kingdom	0.9										
67	Uzbekistan	0.9										
68	Vietnam	1.0										
69	Yemen	0.8										
70	Zambia	3.2										
71	Zimbabwe	3.10										

**[TO BE PRINTED ON BIDDER'S LETTER HEAD, MENTIONING TENDER NAME & TENDER
NUMBER ALSO]**

ANNEXURE -III

UNDERTAKING: LIST-1 OF SUCHARGES

We, (name of the bidder) , hereby confirm that prices quoted below will be applicable for the entire contract period. Further, it is also confirmed that there would not be any change in our below quoted price during the entire contract period.

Sl.No.	Description	Applicable for Countries	Unit of measurement (Per shipment)	Quoted Rate (Rs.)
1	Service/Administrative charge on Customs Duty paid			
2	Commercial charges for customs clearance and processing charges for outbound commercial shipment.			
3	Elevated Risk Surcharges			
4	Restricted destinations under UN sanction list			

We also confirm that:

- 1) The rates quoted are fixed and applicable for per shipment.
- 2) The above quoted price would be loaded in our price bid.

Authorized representative's signature with name and address



**[TO BE PRINTED ON BIDDER'S LETTER HEAD, MENTIONING TENDER NAME & TENDER
NUMBER ALSO]**

ANNEXURE -IV

UNDERTAKING: LIST-2 OF SUCHARGES

We, _____ (name of the bidder) _____, hereby confirm that prices quoted below will be applicable for the entire contract period. Further, it is also confirmed that there would not be any change in our below quoted price during the entire contract period.

Sl.No.	Description	Unit of measurement (Per shipment)	Quoted Price (Rs.)
1	Oversize Package Dimensions (Applicable for cases where package dimensions, [2xheight + 2x Length] > 330 cm)		
2	Overweight Package (Applicable for cases where package weight is more than 30 kg)		
3	Over length Package (Applicable for cases where package length is more than 120 cm subject to maximum length of 270 cm)		
4	Packages marked with Fragile/not stacked or any other special instructions		
5	Special Packaging such as Large Box/Tube etc.		
6	Address correction		
7	Change in billing instructions		
8	Shipment of Hazardous/dangerous goods		
9	Processing cost for GSP/COO		
10	Shipment of Lithium batteries		
11	Neutral delivery		
12	Carbon Neutral Services		

We also confirm that above quoted price would be applicable on case to case basis only. We will take prior consent from BHEL in writing before actual shipment. The above quoted price would not be loaded in our price bid.

Authorized representative's signature with name and address



[TO BE PRINTED ON BIDDER'S LETTER HEAD, MENTIONING TENDER NAME & TENDER NUMBER ALSO]

ANNEXURE -V

Prices for Optional Countries

We, _____ (name of the bidder) _____, hereby quote prices for the following optional countries. These quoted prices will not be a part of price bid. However, courier services to the following countries will be offered at quoted prices. Further, it is also confirmed that there would not be any change in our below quoted prices during the entire contract period.

Price Sheet (Option Country)										
Country	Quoted Price (INR)									
	Slab wise (INR)					Per kg rate (INR)				
	0.0 - 0.5 kg	0.5 - 1.0 kg	1.0 - 1.5 kg	1.5 - 2.0 kg	2.0 - 2.5 kg	2.5 - 5.0 kg	5.0 - 10.0kg	10.0 - 15.0 kg	15.0 - 20.0 kg	20.0 kg above
Iran										
Sudan										
South Sudan										

Authorized representative's signature with name and address



ANNEXURE -VI

DEVIATION STATEMENT

(Please strike off the clause which is not applicable and ticks the other)

1. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER.

OR

2. THE FOLLOWING ARE OUR DEVIATIONS FROM THE TENDER SPECIFICATIONS:

S No	Tender Reference / Clause No	Tender Specification	Deviation Taken

We hereby certify that except the deviations mentioned above, we do not have any other deviations. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Authorized representative's signature with name and address



ANNEXURE – VII

List of Offices & Manufacturing Units of BHEL other than International Operations Division (IOD) Located in India

S. No.	Office/Manufacturing Unit	Location	PIN Code
1.	Registered & Corporate Office	New Delhi	110049
2.	Various Offices	Noida	201301
3.	TBG	Noida	201305
4.	Industry Sector & ROD-HQ	New Delhi (in same building with IOD)	110003
5.	ASSCP	Gurgaon	122003
6.	CFP	Rudrapur	263153
7.	CSU & IP	Jagdishpur	227817
8.	PSER	Kolkata	700091
9.	PSWR	Nagpur	440001
10.	PSSR, ROD	Chennai	600035
11.	PC	Chennai	600017
12.	Corporate R&D	Hyderabad	500093
13.	PESD & HPEP	Hyderabad	502032
14.	CTI, ISG, CBU & EPD	Bangalore	560012
15.	EDN	Bangalore	560026
16.	ESD	Bangalore	560100
17.	EMRP	Mumbai	400093
18.	ROD	Mumbai	400005
19.	TP	Jhansi	284120
20.	HEEP, CFFP & PCRI	Haridwar	249403
21.	HEP	Bhopal	462022
22.	HPVP	Visakhapatnam	530012
23.	HERP	Varanasi	221003
24.	HPBP & SSTP	Tiruchirappalli	620014
25.	IVP	Goindwal	143422
26.	PPPU	Thirumayam	622507
27.	BAP	Ranipet	632406
28.	BHEL Electrical Machines Ltd.	Kasaragod	671124



We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰
all rights under this guarantee shall be forfeited and the Bank shall be relieved and



ANNEXURE – VIII

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____ ³ valued at Rs..... ⁴ (Rupees -----) ⁴ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for ₹ _____ ⁵ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding ₹ _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date _____ Day of _____

for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD



ANNEXURE –IX

Certificate by Chartered Accountant on letter head
(Only for those who are submitting EM-II Certificates)

This is to certify that M/S_____ (hereafter referred as Company) having its registered Office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)

..... Dated Category.....
(Micro/Small). (copy Enclosed).

Further verified from the Books of Accounts that the investment of the Company as per the latest audited financial year.....as per MSMED Act 2006 is as follows:

- 1 For Manufacturing Enterprises: • Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.s.o.1722€ dated October 5,2006:
Rs.....Lakhs
- 2 For service Enterprises: Investment In equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: RsLakhs. (Strike off whichever is not applicable)

The above investment of Rs.....Lakhs is within permissible limit of Rs.....Lakhs for.....Micro/Small (Strike whichever is not applicable) Category under MSMED Act 2006. Or The Company has been graduated from its original category (Mini/Micro) (Strike whichever is not applicable) and the date of graduation of such enterprise from its original Category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322 (e) dated 01.11.2013 published in the gazette notification 04.11.2013 by Ministry of MSME.

Date:

(Signature)
Name

Membership Number: _____

Seal of Chartered Accountant



ANNEXURE – X

Indicative Checklist of Documents to be submitted along with the bid

DOCUMENT	To be submitted with ____ Part of Bid	✓
EFT/Demand Draft for EMD (Clause P-1)	Part I	<input type="checkbox"/>
Undertaking by bidder on bidder's letter head (Annexure I) as mentioned in Clause no P-2	Part I	<input type="checkbox"/>
Copy of audited financial report for last three years (Clause P-3, a)	Part I	<input type="checkbox"/>
Proof of bidder's own/subsidiary/dedicated hired CHA licensee (Clause P-3, c)	Part I	<input type="checkbox"/>
Self-declaration from bidder for not being under liquidation, court receivership or similar proceedings as mentioned in Clause no P-3, d.	Part I	<input type="checkbox"/>
Undertaking regarding firm rates as per Clause No. P-4 (Annexure-I)	Part I	<input type="checkbox"/>
Copy of PAN registration (Clause G-8, a)	Part I	<input type="checkbox"/>
Copy of GST registration (Clause G-8, b)	Part I	<input type="checkbox"/>
Filled up price schedule (Annexure-II – Sheet 1 & Sheet 2)	Part II	<input type="checkbox"/>
CD-ROM/Pen-Drive containing price schedule in excel format (Clause G – 1)	Part II	<input type="checkbox"/>
Filled up Deviation Statement (Annexure VI)	Part I	<input type="checkbox"/>
MSME Certificate, if applicable	Part I	<input type="checkbox"/>
Copy of Power of Attorney authorising the signatory to the bid (Clause G-9)	Part I	<input type="checkbox"/>
Complete tender documents stamped & initialled by the bidder on each page as per Clause G-4 (Do not fill up price schedule in this)	Part I	<input type="checkbox"/>



