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# BHARAT HEAVY ELECTRICALS LIMITED



## TENDER SPECIFICATIONS

FOR

**RATE CONTRACT FOR INTERNATIONAL COURIER SERVICE**

FOR

**BHARAT HEAVY ELECTRICALS LTD.**

INTERNATIONAL OPERATIONS DIVISION  
5<sup>th</sup> FLOOR, INTEGRATED OFFICE COMPLEX  
LODHI ROAD, NEW DELHI  
INDIA-110003

आर के मिश्रल / R.K. Mittal

वरिष्ठ प्रशासनिक अधिकारी / Sr. Administrative Officer  
अंतर्राष्ट्रीय 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:19:01**

DATE & TIME OF SUBMITTING OF BIDS- LATEST BY 1430 HRS ON 15.05.2019  
DATE & TIME OF OPENING TECHNICAL BIDS- 1500 HRS ON 15.05.2019

## NOTICE INVITING TENDER

NOTIFICATION NO. : BHEL:IO:COUR:19:01

### 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 V***) 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-V.***
- 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](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 tenders 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-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.4)
  2. Evaluation Criteria (Page No.5)
  3. General Terms & Conditions (Page No.6 to 9)
  4. Commercial Terms & Conditions (Page No.10 to 13)
  5. Annexures I to VII (Page No. 14 to 29)
- T-3 Offer is to be addressed to:
- Mr. Piyush Agarwal, 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 15.05.2019  
Opening of Part I Techno Commercial-Unpriced bid : 1500 Hrs IST on 15.05.2019  
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 IV.
- T-8 The estimated value of work is ₹ 22 Lakhs for 2 years excluding duties & taxes.

## PRE-QUALIFICATION REQUIREMENTS

- P-1 The Bidder is required to submit an **Earnest money deposit (EMD)** of **INR 44,000/- (Rupees Forty Four 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:001942/CNRB0001942 Beneficiary name: BHEL)
- P-2 Bidder shall offer courier service through direct/indirect operations in all of the 120 countries mentioned in the Annexure II. **However, indirect operations will not be allowed in more than 10 countries.** Bidder shall submit an undertaking to this effect in the attached format (Annexure I). The bidder shall also provide the list of countries in which they intend to have indirect operation and shall positively indicate the local partner in each of those countries. Failure to indicate the same will result in disqualification.
- P-3 Joint Venture/Consortium bids will not be accepted.
- P-4 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 (2015-16 to 2017-18) should be atleast ₹ 6.60 Lakhs (Rupees Six Lakh Sixty 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-5 Confirmation that the rates quoted are **firm (inclusive of fuel surcharge and all other charges 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.



**NOTE: NON FULFILMENT OF ANY OF THE ABOVE CONDITIONS (P-1 TO P-5) WILL DISQUALIFY THE BIDDER.**

## EVALUATION CRITERIA

**Note:**

1. **Those bidders whose offer has been scrutinized and found to be complying with the qualification requirements and also the 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.**

Price bids will be evaluated according to the country-wise, category-wise and weight-wise weightage as provided in Annexure II and Annexure III.

Annexure II states the list of countries and relative weightage assigned to each country for evaluation purpose. The bidder shall quote price for all the countries listed in Annexure II.

Annexure III states:

- a. Percentage weightage given to each category, i.e. document and box.
- b. Percentage weightage given to each weight range within these categories.

For evaluation, price quoted for each and every weight range, category and country will be multiplied by the respective weightage assigned to that weight range, category and country. For example, if the price quoted for a documents weighing 0.5kg to 1kg for a country having relative weightage of 2 is ₹100, it will be multiplied by following factors:

- a. 2 (relative weightage assigned to that country as per Annexure II).
- b. 0.8 (weightage assigned to document category as per Annexure III).
- c. 0.1 (weightage assigned to weight range 0.5kg to 1kg in document category as per Annexure III).

Hence, the **weighted price** for that particular case will become 16 (=100 x 2 x 0.8 x 0.1).

**(Weighted price = quoted price \* country weightage \* category weightage \* weight-range weightage).**

Similar exercise will be repeated for all the rates quoted by the bidder. All the **weighted prices** so obtained (as explained above) from all the **quoted prices** by the bidder will be added to give the **overall weighted price** quoted by the bidder.

This **overall weighted price** will be used to decide the lowest price (L1) bidder.

**Note:**

Wherever per kg rates are to be quoted as specified in the tender, then for the purpose of evaluation, the quoted price per kg will be multiplied with the average weight of the category and this price will be used for calculating the weighted price. Only for purpose of calculating average weight of the category, the lower and upper specified weight in the category will be considered for calculating average weight. For example, for weight category of 20-30 kg, quoted per kg rate will be multiplied by 25.

with the average weight of the category (quoted price per kg \* (20 + 30) /2) and this price will be used for calculating the weighted price.

## 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.

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 international numerals. These rates shall be entered in figures. Rates should be quoted in Indian Rupees only.

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 V.

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
- c) List of countries where direct operation is not available along with details of local alternate arrangement for such countries in Annexure I.

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). **Bidder shall give only one consolidated rate for each weight category mentioned in Annexure III.**

However, for category from 5kgs above, bidders to quote rates on per kg basis for both Documents and Non – Documents (Boxes).

Also, in all the weight slabs mentioned in the price schedule, lowest weight is excluded (already covered in the preceding slab) and highest weight is included. For example, in 5-10 kg slab, 5 kg is excluded (covered in the 2.5-5 kg slab) and 10 kg is included. Similarly, in 10-20 kg slab, 10 kg is excluded (covered in the 5-10 kg slab) and 20 kg is included.

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) In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/placement of order. Such bidder will be debarred from bidding in future.

f) Should Bidder, or in the case of firm or Company, the Directors of such Company have any relation or relations employed in the capacity of any officer of BHEL, the authority in/for tender shall be informed of the fact along with offer, failing which BHEL may at



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.
- 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.

**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.

The owner's (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.

$$\text{Volumetric Weight (in kgs)} = \frac{\text{Length (in cm)} * \text{Breadth (in cm)} * \text{Height (in cm)}}{6000}$$

**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 III to various countries on Door to Door Delivery basis for international destinations.

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.

**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. No deviation in this regard will be accepted.

**C-4 Taxes:** GST and Custom duty, as applicable from time to time, shall be paid extra. No other taxes/levies/charges etc. shall be payable. The bidders are required to quote their consolidated rates accordingly taking all elements (except GST and Custom duty) into consideration.

***The custom clearance and handling of the cargo and document at both ends of the country of despatch and country of destination shall always be the responsibility of the Contractor and hence no extra payment shall be made by BHEL on this account.*** However if Contractor pays any custom duty for clearance of the job at any end, it shall be reimbursed at actuals by BHEL against documented proof of the payment.

**C-5 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.

- a) The Earnest Money Deposit (EMD) will be refunded to the unsuccessful bidder(s) within one month from the date of award of the contract.



- b) 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.
- c) No interest shall be payable on the EMD/Security Deposit.
- d) 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 1,10,000 (Rupees One Lakh Ten 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 66,000** 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-VII) 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-6 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 6 months on the same terms & conditions.

**C-7 Document/boxes Pick-up:**

- All document/boxes will have to be picked-up from the locations/units 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-8 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-9 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, subject to a limit of **₹5000/- (Rupees five thousand only)**, per 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-10 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, required to be attached with the invoice invariably otherwise invoices would not be processed.** Payment shall be made on monthly basis through ECS/EFT based on invoices submitted together with supporting documents, if any, by contractor and accepted by BHEL for all completed work as per Clause No. C-14. **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-11 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-12** 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-13** 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-14** 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-15** 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-16 Comparison of tenders:** Bids shall be evaluated based on the Country-wise, Category-wise and Weight-wise rates offered by the bidders as described in the Evaluation Criteria.



- C-17 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-18** 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-19** 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-20** 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.



**ANNEXURE -I**

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

**UNDERTAKING**

We,           (name of the bidder)          , hereby confirm that our offered courier service covers all of the 120 countries mentioned in the Annexure II through our direct/indirect operations. The number of countries out of the 120 mentioned in Annexure II which are not covered through our direct operation is not more than 10. List of such countries along with the local partner/alternate arrangement proposed for each of them is as follows:

S. No.	Country	Local Partner / Alternate Arrangement	Reasons / Remarks

We confirm that except for the above mentioned countries, all other countries mentioned in Annexure II will be covered by our direct operations throughout the period of the contract.

We also 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 Schedule**

**Sheet – 1**

Category-1: Documents (Non-commercial)													
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 - 25.0 kg	25.0 - 50.0 kg
1	Afghanistan	0.77											
2	Algeria	0.26											
3	Angola	0.26											
4	Armenia	0.26											
5	Australia	0.26											
6	Austria	2.56											
7	Azerbaijan	0.51											
8	Bangladesh	3.82											
9	Belarus	1.28											
10	Belgium	1.79											
11	Benin	0.26											
12	Bhutan	2.96											
13	Botswana	0.26											
14	Bulgaria	0.26											
15	Burkina Faso	0.26											
16	Burundi	0.51											
17	Cambodia	1.26											
18	Cameroon	0.26											
19	Canada	0.26											
20	Central African Rep.	0.26											
21	Chad	1.26											
22	China	0.26											
23	Cyprus	0.26											
24	Czech Republic	1.28											
25	Denmark	0.77											
26	D R Congo	2.56											
27	Egypt	1.28											
28	Ethiopia	0.77											
29	Finland	0.26											
30	France	0.46											
31	Gabon	0.26											



Category-1: Documents (Non-commercial)													
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 - 25.0 kg	25.0 - 50.0 kg
32	Gambia	0.26											
33	Georgia	0.51											
34	Germany	0.77											
35	Ghana	0.51											
36	Greece	0.77											
37	Guinea	0.26											
38	Holland	0.26											
39	Hong Kong	0.77											
40	Hungary	0.26											
41	Indonesia	2.56											
42	Iran	1.54											
43	Iraq	0.77											
44	Ireland	0.26											
45	Israel	0.26											
46	Italy	0.51											
47	Ivory Coast	0.26											
48	Japan	0.26											
49	Jordan	0.51											
50	Kazakhstan	0.71											
51	Kenya	1.03											
52	Kuwait	0.51											
53	Kyrgyzstan	0.26											
54	Laos	0.26											
55	Lebanon	0.26											
56	Liberia	0.26											
57	Libya	0.65											
58	Luxembourg	0.51											
59	Malawi	0.26											
60	Malaysia	0.77											
61	Mali	0.26											
62	Malta	0.51											
63	Mauritania	0.26											
64	Mauritius	1.54											
65	Mexico	0.26											
66	Moldova	0.26											
67	Morocco	0.51											
68	Myanmar	1.28											



Category-1: Documents (Non-commercial)													
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 - 25.0 kg	25.0 - 50.0 kg
69	Namibia	0.26											
70	Nepal	3.42											
71	Netherlands	2.05											
72	New Caledonia	0.51											
73	New Zealand	0.26											
74	Niger	1.28											
75	Nigeria	3.22											
76	Oman	2.56											
77	Philippines	0.26											
78	Poland	0.26											
79	Republic of Congo	0.26											
80	Romania	0.26											
81	Russia	2.56											
82	Rwanda	0.26											
83	Samoa	0.26											
84	Saudi Arabia	2.05											
85	Senegal	1.26											
86	Serbia	0.26											
87	Seychelles	0.26											
88	Sierra Leone	0.51											
89	Singapore	2.05											
90	Slovenia	0.26											
91	South Africa	2.56											
92	South Korea	1.28											
93	South Sudan	0.77											
94	Spain	0.51											
95	Sri Lanka	0.51											
96	Sudan	1.11											
97	Suriname	0.26											
98	Swaziland	0.26											
99	Sweden	0.26											
100	Switzerland	2.56											
101	Syria	1.96											
102	Taiwan	0.77											
103	Tajikistan	1.12											
104	Tanzania	0.51											



Category-1: Documents (Non-commercial)													
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 - 25.0 kg	25.0 - 50.0 kg
105	Thailand	0.26											
106	Togo	0.77											
107	Trinidad & Tobago	0.26											
108	Tunisia	0.77											
109	Turkey	1.28											
110	Turkmenistan	0.26											
111	U. A. E.	1.79											
112	U. S. A.	0.72											
113	Uganda	0.26											
114	Ukraine	1.24											
115	United Kingdom	0.26											
116	Uzbekistan	0.26											
117	Vietnam	1.03											
118	Yemen	1.26											
119	Zambia	0.51											
120	Zimbabwe	0.90											



**ANNEXURE –II**

**Price Schedule**

**Sheet – 2**

Category-2: Boxes (Non-Documents)														
S.No.	Country	Relative Weightage	Quoted Price											
			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 - 20.0 kg	20.0 - 30.0 kg	30.0 - 50.0 kg	50.0 - 75.0 kg	75.0 - 100.0 kg
1	Afghanistan	0.77												
2	Algeria	0.26												
3	Angola	0.26												
4	Armenia	0.26												
5	Australia	0.26												
6	Austria	2.56												
7	Azerbaijan	0.51												
8	Bangladesh	3.82												
9	Belarus	1.28												
10	Belgium	1.79												
11	Benin	0.26												
12	Bhutan	2.96												
13	Botswana	0.26												
14	Bulgaria	0.26												
15	Burkina Faso	0.26												
16	Burundi	0.51												
17	Cambodia	1.26												
18	Cameroon	0.26												
19	Canada	0.26												
20	Central African Rep.	0.26												
21	Chad	1.26												
22	China	0.26												
23	Cyprus	0.26												
24	Czech Republic	1.28												
25	Denmark	0.77												
26	D R Congo	2.56												
27	Egypt	1.28												
28	Ethiopia	0.77												
29	Finland	0.26												
30	France	0.46												
31	Gabon	0.26												



Category-2: Boxes (Non-Documents)															
S.No.	Country	Relative Weightage	Quoted Price												
			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 - 20.0 kg	20.0 - 30.0 kg	30.0 - 50.0 kg	50.0 - 75.0 kg	75.0 - 100.0 kg	
32	Gambia	0.26													
33	Georgia	0.51													
34	Germany	0.77													
35	Ghana	0.51													
36	Greece	0.77													
37	Guinea	0.26													
38	Holland	0.26													
39	Hong Kong	0.77													
40	Hungary	0.26													
41	Indonesia	2.56													
42	Iran	1.54													
43	Iraq	0.77													
44	Ireland	0.26													
45	Israel	0.26													
46	Italy	0.51													
47	Ivory Coast	0.26													
48	Japan	0.26													
49	Jordan	0.51													
50	Kazakhstan	0.71													
51	Kenya	1.03													
52	Kuwait	0.51													
53	Kyrgyzstan	0.26													
54	Laos	0.26													
55	Lebanon	0.26													
56	Liberia	0.26													
57	Libya	0.65													
58	Luxembourg	0.51													
59	Malawi	0.26													
60	Malaysia	0.77													
61	Mali	0.26													
62	Malta	0.51													
63	Mauritania	0.26													
64	Mauritius	1.54													
65	Mexico	0.26													
66	Moldova	0.26													
67	Morocco	0.51													
68	Myanmar	1.28													





Category-2: Boxes (Non-Documents)

S.No.	Country	Relative Weightage	Quoted Price															
			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 - 20.0 kg	20.0 - 30.0 kg	30.0 - 50.0 kg	50.0 - 75.0 kg	75.0 - 100.0 kg				
69	Namibia	0.26																
70	Nepal	3.42																
71	Netherlands	2.05																
72	New Caledonia	0.51																
73	New Zealand	0.26																
74	Niger	1.28																
75	Nigeria	3.22																
76	Oman	2.56																
77	Philippines	0.26																
78	Poland	0.26																
79	Republic of Congo	0.26																
80	Romania	0.26																
81	Russia	2.56																
82	Rwanda	0.26																
83	Samoa	0.26																
84	Saudi Arabia	2.05																
85	Senegal	1.26																
86	Serbia	0.26																
87	Seychelles	0.26																
88	Sierra Leone	0.51																
89	Singapore	2.05																
90	Slovenia	0.26																
91	South Africa	2.56																
92	South Korea	1.28																
93	South Sudan	0.77																
94	Spain	0.51																
95	Sri Lanka	0.51																
96	Sudan	1.11																
97	Suriname	0.26																
98	Swaziland	0.26																
99	Sweden	0.26																
100	Switzerland	2.56																
101	Syria	1.96																
102	Taiwan	0.77																
103	Tajikistan	1.12																
104	Tanzania	0.51																
105	Thailand	0.26																





Category-2: Boxes (Non-Documents)

S.No.	Country	Relative Weightage	Quoted Price												
			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 - 20.0 kg	20.0 - 30.0 kg	30.0 - 50.0 kg	50.0 - 75.0 kg	75.0 - 100.0 kg	
106	Togo	0.77													
107	Trinidad & Tobago	0.26													
108	Tunisia	0.77													
109	Turkey	1.28													
110	Turkmenistan	0.26													
111	U. A. E.	1.79													
112	U. S. A.	0.72													
113	Uganda	0.26													
114	Ukraine	1.24													
115	United Kingdom	0.26													
116	Uzbekistan	0.26													
117	Vietnam	1.03													
118	Yemen	1.26													
119	Zambia	0.51													
120	Zimbabwe	0.90													



**ANNEXURE -III**

**Category-wise and Weight-wise weightage**

Weightage for Documents & Boxes			
Sr.No.	Item weighing	Weight Wise Weightage within category	Category Wise Weightage for overall evaluation
1	<b>Documents (Non-commercial)</b>		80%
	0.0 -0.5 Kg	35%	
	0.5 - 1.0 Kg	10%	
	1.0 - 1.5 Kg	10%	
	1.5 - 2.0 Kg	15%	
	2.0 - 2.5 Kg	10%	
	2.5 - 5 Kg	10%	
	5 - 10 Kg	4%	
	10 - 15 kg	2%	
	15 - 20 Kg	2%	
	20 - 25 Kg	1%	
	25 - 50 kg	1%	
2	<b>Boxes (Non-Documents)</b>		20%
	0.0 - 0.5 Kg	2.5%	
	0.5 - 1.0 Kg	2.5%	
	1.0 - 1.5 Kg	5%	
	1.5 - 2.0 Kg	10%	
	2.0 - 2.5 Kg	15%	
	2.5 - 5.0 Kg	20%	
	5 - 10 Kg	20%	
	10 -20 Kg	10%	
	20 - 30 Kg	5%	
	30 - 50 Kg	5%	
	50-75 kg	2.50%	
75-100 kg	2.50%		



**ANNEXURE -IV**

**Indicative Checklist of Documents to be submitted along with the bid**

DOCUMENT	To be submitted with ____Part of of Bid	✓ <input type="checkbox"/>
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-4, b)	Part I	<input type="checkbox"/>
Proof of bidder's own/subsidiary/dedicated hired CHA licensee (Clause P-4, 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-4, d.	Part I	<input type="checkbox"/>
Confirmation letter for firm rates (Clause no P-5)	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"/>
List of countries where direct operation is not available along with details of local partner /alternate arrangement for such countries in Annexure I (Clause G-8, c)	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 V)	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"/>



**ANNEXURE -V**

**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 – VI**

**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



**ANNEXURE – VII**

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited <sup>1</sup> (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 \_\_\_\_\_ <sup>2</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_ <sup>3</sup> valued at Rs..... <sup>4</sup> ( Rupees -----) <sup>4</sup> (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 ₹ \_\_\_\_\_ <sup>5</sup> (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.





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 \_\_\_\_\_<sup>6</sup> 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 \_\_\_\_\_<sup>7</sup>, 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.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and





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.

<sup>1</sup> NAME AND ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

