

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, INDIA

CENTRAL DESPATCH DIVISION

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Websites: www.bhelhwr.co.in, www.bhel.com

Ref: HWR/CDX/PTP/LPIC/2014-15

Date: 09/07/2014

Dear Sir,

Subject: **Dispatch of Over-Dimensional Consignments (ODCs) by Road transportation from BHEL, Haridwar to various project sites on Point-to-Point Basis.**

1. Sealed tenders under two part bid system are invited from reputed, IBA approved, financially sound transport contractors who are experienced in transportation of heavy ODC either through road for the award of contracts for transportation of heavy lift consignments. ODCs listed at Annexure-B are to be dispatched to respective project sites as per expected dispatch schedule.
2. Those bidders who meet our qualifying requirements (SECTION-I of Annexure-A) will be considered for evaluation. Bidders who are already qualified against following earlier tender nos.
 - I. HWR/CDX/HYD-TG/OT/PTP-III/2013-14 Dated 27/12/2013,
 - II. HWR/CDX/HYD-H1, H2 & H3/2013 Dated 21/05/2013 and
 - III. EOI No. BHEL/HY/EOI/CAT-B/12 Dated 28/07/2012 issued by BHEL, Hyderabad Unit

shall be required to submit documents as per clause no. 8 of SECTION-I of Annexure-A. Please submit your quotation for transportation of the consignments by Hydraulic Trailers along with duly signed terms & conditions.

3. Please submit your quotation for transportation of the consignments as per Annexure-B, by suitable vehicle (Hydraulic Trailers etc.) along with duly signed terms & conditions (Annexure – A, B, C, D, E, F, G, H, I enclosed), EMD and Participation fee. **EMD is ₹60,000/- and non-refundable fee for participating in the Tender is ₹500/-.** The same shall be paid through DD's in favor of HEEP, BHEL Haridwar and payable at Haridwar along with the Techno-Commercial bid.
4. Any revision in tender, due date of submission/opening or corrigendum's, if any shall be hosted on above website(s) only.
5. Bidder shall ensure that all the documents submitted to be numbered serially. Bidders must ensure that only relevant documents are attached with the offer.
6. Transporters once technically qualified as per the tender terms and conditions of subject tender can be considered as approved transporters for the future business with BHEL, Haridwar.

Thanking you,

Yours faithfully,
Sr. DGM (CDX)
For & on behalf of BHEL Haridwar

Encl: 1) Annexure – A, B, C, D, E, F, G, H & I

ANNEXURE-A**TERMS & CONDITIONS**

Quotations are invited for the road transportation of Over-dimensional consignments (ODCs) from BHEL, Haridwar to various project sites. **A bidder can quote for road transportation based on his assessment for safe transportation of the consignments using configuration and combination of axle/equipment of their preference.**

SECTION-I**ELIGIBILITY CRITERIA****1. FLEET OWNERSHIP:-**

- 1.1) The Bidder should own minimum of 24 No's of Hydraulic axles registered with capacity of 18 MT or more per axle.
- 1.2) Two Prime movers of 350 HP each & above capacity.

Ownership of Axles and Prime Movers either in the name of the company or in the name of Directors/partner. Axles & Prime movers should have valid fitness certificate up to validity of bids, and if awarded should be valid for entire currency of contract.

Documents to be submitted:

- i. List of Prime Movers and Hydraulic Axles (As per Annexure-C & Annexure-D) with make and year of manufacturing along with Registration Nos. to be furnished.
- ii. Duly Notarized Copies of Registration Certificate (RC) of Prime Movers & Axles.
- iii. Copies of valid Fitness Certificate of Prime Movers & Axles.
- iv. Copies of Gazette Notification evidencing fleet ownership (for axles only).

2. EXPERIENCE:-

Bidder should have transported minimum 1 (One) single piece consignments not less than 81MT in INDIA by road of min. road distance of 200 kilometers for each consignment executed after 01/01/2009.

Documents to be submitted:

- i. Copies of Work Order OR Contract agreement from Consignee/Consignor indicating consignment weight, origin and destination of the consignment.
- ii. Work Completion Certificate issued by Customer (Consignee/Consignor) OR GR-LR copies (duly acknowledged) indicating consignment weight, origin and destination of the consignment.
- iii. Customer name with address, e-mail and phone number of the concerned official for our reference.

Note:- Experience of hired out / engaged by other transporter / leased out equipment's shall not be considered as experience of bidder.

3. FINANCIAL REQUIREMENTS:-

- 1.1) Annual Turnover: The annual turnover of the bidder should be ₹ 5 (Five) Crores (with respect to freight revenue only) in each of the last three financial years i.e. 2011-12, 2012-13 & 2013-14.

Documents to be submitted:

- i. Duly certified copies of Balance Sheet and Trading/Profit & Loss Account Audited by Chartered Accountant.
- ii. ITR (Income Tax Returns) for the three financial years - 2011-12, 2012-13 & 2013-14 to be submitted.
- iii. If audited Balance Sheet and Trading/Profit & Loss statements of financial year 2013-14 is NOT available, provisional (Duly certified by CA) may be submitted followed by audited.

1.2) Banker's Certificate: Banker's Certificate is to be submitted as per **Annexure-E**.

4. **GROUP CONCERNS/AFFILIATES**: The bidder shall disclose/confirm the following:

- 4.1) Details of its Groups concerns or affiliates etc. who are also engaged in transportation business.
- 4.2) Details/particulars of Partners/Proprietors/Directors of bidder/such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self-attested copies of relevant documents.

5. **Bidder shall submit an affidavit (As per Annexure-F) on non-judicial stamp paper valued Rs.100/- (duly notarized) and certify that:**

We (Name & Address of bidder) certify that:-

- We are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL Units/Govt. organizations.
- We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation.
- We confirm that we have not changed any information in tender documents submitted.
- We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
- We confirm that other than us (*Name of bidder*), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (*Name of bidder*) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us was fake or forged
 - Or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

6. **IBA RECOMMENDATION**: Bidder should have an IBA recommendation valid on the date of opening of techno-commercial bid and shall also ensure that the same is valid throughout the currency of the contract.

Documents to be submitted:

- i. Notarized copy of IBA recommendation.

7. **PERMANENT ACCOUNT NUMBER**:- Bidder should have valid PAN Number.

Documents to be submitted:

Copy of PAN Card duly notarized OR Copy of "PAN allotment letter" issued by Income Tax Authorities duly notarized.

8. **Techno-commercially qualified transporters** (as per point 2 of covering letter) against previous tenders will be considered for subject tender. Such qualified bidders shall be intimated separately.

These techno-commercially qualified bidders need NOT to submit documents as per SECTION-I as per Point no. 1 to 4, 6 & 7. They shall be required to submit following documents in Part-I:-

- Point no.5 (Affidavit as per Annexure-F).
- As per Point no.10 (b) to 10 (i) only and Part-2 price bids for listed projects.
- Copies of Work Order OR Contract Agreement in reference to point no. 2 of covering letter.

SECTION-II

9. The bids shall be submitted in two parts: (a) Techno-Commercial bid (part-I) and (b) Price bid (part-II).
10. The Techno-Commercial bid envelope shall be sealed and super scribed with "**TECHNO COMMERCIAL BID FOR ROAD TRANSPORTATION OF LPICs: Tender Ref. HWR/CDX/PTP/LPIC/2014-15**" and shall contain following **mandatory requirements**:-
- a) All the supporting documents for qualification requirements mentioned in SECTION-I of Annexure-A as above (No originals to be enclosed).
 - b) Duly signed & stamped copy of **tender document** (all pages).
 - c) DDs / PAY ORDERS towards,
 - i. **EMD of ₹ 60,000/-**.
 - ii. **Tender Fee of ₹ 500/-**.
 - d) **Route details** from BHEL, Haridwar to all project sites.
 - e) **Road distance** in KM from BHEL, Haridwar to all project sites separately. Bidders to ensure that actual distance is to be quoted and in any case should not be less than BHEL's approved distances (below mentioned), otherwise bids are liable to be rejected.
 - Haridwar to Suratgarh – 503 km,
 - Haridwar to Raghunathpur – 1292 km.
 - f) **Unpriced price bid (Annexure-G)**.
 - g) Duly completed **Annexure-F** as per point 5 of Section-I.

Transportation or any other charges shall NOT be mentioned anywhere in the Techno- Commercial Bid.

11. **The second envelope shall contain duly filled price bids as per Annexure-G.** The rate quoted shall be firm during contract period. **Rates are to be quoted either for road transportation.**

Price bid shall contain transportation cost as per attached prescribed format (**Annexure-G**) only.

Price bid envelope shall super scribe with "**PRICE BID FOR ROAD TRANSPORTATION OF LPICs: Tender Ref. HWR/CDX/PTP/LPIC/2014-15.**" and **shall contain SEPARATE INDIVIDUAL ENVELOPES FOR EACH OF THE PROJECT/MOVEMENT.** Each of these envelopes shall super scribe "PRICE BID – PROJECT NAME", "TENDER NUMBER", and shall contain duly filled price bid format for respective project site Annexure-C (attached).

Any mentions like "actual" or "approximate" on any account or any other information in the price bid shall not be considered and the quotation is liable to be rejected. In case any other information other than cost of transportation is furnished in the price bid, information/deviation/condition etc. shall be ignored.

- a. If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.
- b. Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- c. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
- d. In case of discrepancy in quoted rates following will be applicable.
 - i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there

- is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly and,
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
12. Both the above two sealed envelopes i.e. Part-1 technical bid and part-2 Price bids (individual projects) shall be kept into another sealed cover. The cover shall be super scribed with **“QUOTATION FOR ROAD TRANSPORTATION OF LPICs: Tender Ref. HWR/CDX/PTP/LPIC/2014-15 Dated 09/07/2014 and Tender due date 29/07/2014.**

This cover consisting of two sealed envelopes i.e., (1) Techno-Commercial bid and (2) Price Bids shall be addressed and sent to **“Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403” to reach on or before 29/07/2014 by 1345 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any postal delay.**

13. The Techno-Commercial bids shall be opened at 1400 Hrs. on the same day in the presence of those bidders who choose to be present. The price bids of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.
14. An amount of **₹ 60,000.00 (Rupees Sixty Thousand only)** shall be paid by bidders towards **EMD** by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favor of “HEEP, BHEL Haridwar”, payable at ‘Haridwar’ and the same shall be enclosed to the “Techno-Commercial bid”.

The quotations received without EMD will be rejected. Any request for adjustment of EMD from the amounts due from BHEL to the bidders shall not be accepted and the offer shall be rejected. The EMD in respect of unsuccessful bidder shall be refunded normally within fifteen days from the acceptance of award of work by the successful bidder. In respect of successful bidder, the EMD can be adjusted towards Security Deposit. No interest on EMD amount shall be paid by BHEL.

15. The bidder also has to pay Rs. 500 (five hundred only) as non-refundable fee for participating in the Tender. This amount shall be paid by DD / PAY ORDER from any Scheduled Bank / Public Financial Institutions as defined in the Companies Act, drawn in favour of “HEEP, BHEL Haridwar”, payable at ‘Haridwar’ and the same shall be enclosed to the “Techno-Commercial bid”. The tenders received without this Tender Fee will be rejected.
16. The successful bidder shall pay Security Deposit (SD). The rate of Security Deposit shall be as follows:-

Up to Rs. 10 lacs	10%
Above Rs. 10 lacs & Up to Rs. 50 lacs	1 lacs + 7.5% of the amount exceeding Rs. 10 lacs
Above Rs. 50 lacs	Rs. 4 lacs + 5% of the amount exceeding Rs. 50 lacs.

The bidder shall submit the Security Deposit within fifteen days from the award of contract or before lifting of consignment whichever is earlier.

17. Security Deposit may be furnished in any one of the following forms:-
- Pay Order, Demand Draft in favour of BHEL.
 - Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The bank guarantee should be in the format given at Annexure-F. Submission of 'performance security deposit' valid till six months from the expiry date of contract.
 - By a declaration from bidder to adjust the amount of EMD and remaining amount shall be deposited as per (i) by the bidder.
- Note: a) The security deposit shall not carry any interest.
Note: b) The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due on BHEL.
18. **Earnest Money Deposit (EMD) / Security Deposit (SD)** by the bidder shall be forfeited if:
- After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - The bidder does not commence the work within the period as per LOI / Contract and in case of non-performance of the contract.
 - Failure to enter into agreement **within a week** of award of contract.
 - Failure to submit security deposit **within 15 days** from award of contract.
 - In case it comes to notice of BHEL at any stage during tendering process / contract period that any of the transporter, has given false / suppressed / forged / fake information.
 - If tender process is delayed/disrupted due to an act of bidder/deviations from BHEL terms & conditions etc.
19. **BHEL RESERVES THE RIGHT TO: -**
- 19.1) Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
 - 19.2) Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
 - 19.3) Cancel/terminate the work order/contract at any time during its currency without assigning any reasons whatsoever.
 - 19.4) BHEL reserves the right to either short close or terminate the contract entered into with any of or all of the transport operators at its discretion without assigning any reason by giving one month notice by registered post acknowledgement due or in person under recorded delivery.
 - 19.5) Note: List containing the details of consignments given at Annexure-B is indicative in terms of road transportation. There is no firm commitment from BHEL that anyone/all consignments will be dispatched by road transportation. Actual mode of transportation will be decided by BHEL after considering the availability of BHEL railway wagons and ODC sanction from railways. **In case BHEL decides to send any/all consignments via railways then the road transport contract of the same shall be cancelled and any further liability arising by any engagement by the bidder or third party shall not be binding on BHEL.**
20. Non-compliance of BHEL's terms and conditions/conditional offer on the part of bidder will result in his offer liable to be rejected. Offers of such bidders, who have underperformed in the earlier tenders of BHEL Hardwar, are also liable to be rejected.
21. **REJECTION OF OFFERS:** All information furnished by the bidder is taken to be authentic for evaluation of tender. Any information found to be incorrect subsequently at any time, the offer shall be rejected and EMD/SD shall be forfeited and suitable disciplinary action shall be taken against the bidder.

22. **VALIDITY:-**

- 22.1) **Validity of Price Bid:** The rates quoted shall be valid for a period of 120 days from the date of opening of respective Price Bid. The price bids of all items/consignments may be opened simultaneously or separately in parts with prior intimation to bidders.
- 22.2) **Validity of Contract for execution:** Once contract is awarded it shall be valid for a period of TWELVE Months for execution of the contract thereafter. BHEL reserves the right to extend the period of the contract for further period of three months, on same rates, terms and conditions. The contract may further be extended beyond three months with mutual consent of BHEL and transporter.

23. For all bids involving civil works, the bidder shall ensure that the route followed by them is as per the route mentioned in the Route Survey and the same is to be approved by an IRDA/underwriter approved surveyor along with photographs of the civil works done enroute. No additional cost will be paid by BHEL for the same.

24. **BID EVALUATION CRITERIA:** Offers are evaluated on lowest cost to BHEL basis, irrespective of the mode of transportation employed. Evaluation criteria of transportation under **Point to Point (PTP)** will be as below:-

L1 bidder (being lowest) will be decided on the basis of Sum total of the rates quoted for **Road Transportation and Civil works (if any) for individual project sites**. **This is to be noted that evaluation for L1 bidder shall be done separately for all consignments/movements.**

Transit time will be calculated for the road distance and route quoted by each transporter on the basis of average run per day only.

The bidders having transit time in excess of lowest transit time calculated will be loaded for evaluation only for excess delivery time @ 2/7 % (two by seven percent) per day applied on the price quoted by them.

Delivery time / No. of days for Road transportation shall NOT be quoted by bidder. However, if it is found in the offer then,

- If the quoted delivery time is more than the time calculated based on quoted distance and average run time, the same shall be taken for delivery loading.
- If the quoted delivery time is less than the time calculated based on quoted distance and average run time, the calculated run time shall be taken for working delivery loading.
- However, the offered delivery time shall form the basis of implementation of LD penalty, in case of award of work/execution.

Example of applying loading factor given below for clarification.

Transporter	Price Quoted (₹)	Transit Time (Days)	Loading (₹)	Price for comparison (₹)	Status
A	1000	28	0	1000	L3
B	810	28	0	810	L1
C	800	42	32	832	L2

25. If quoted rates are high, negotiations may be conducted with L-1 bidder. The **work shall be awarded to L-1** (being lowest) at quoted/negotiated rates only.
26. The successful bidder shall enter into an agreement prior to taking up the job/s on Non- Judicial Stamp Paper worth ₹100/- at his cost. **The agreement shall be entered within a week of award of contract.**
27. Failure to enter into agreement within a week or failure to deploy the suitable vehicle within required time may lead to forfeiture of EMD / SD and termination of contract, subject to decision of competent authority

at BHEL. In such an event BHEL reserves the right to engage suitable vehicle from alternate bidder, at the risk and cost of the transporter and extra expenditure, if any, incurred by BHEL shall be recovered from the defaulter bidder.

28. **PERMITS:** The required permits from Sales Tax Department/ RTA / PWD / Commercial Tax / Electricity / Railways / MoRTH / Govt. Authorities or any other agencies for movement of the vehicles en-route shall be obtained by the bidder at his cost. It shall be the responsibility of the bidder to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction. No extra claim shall be allowed on the accepted rate on any account. Any delay in delivery of the consignment due to non-availability of permission from above agencies shall be on the account of the bidder.

29. **LATE PLACEMENT/ DEMURRAGES / PENALTY AND RECOVERIES:**

Vehicles (suitably fit for loading/transportation of consignment in all respects) as and when demanded will have to be placed by the transporter. All vehicles are required to be placed **within TEN days** from the date on which vehicle are to be placed, except in exigencies where shorter duration could be inevitable. All vehicles carrying materials to/from BHEL will be normally allowed to enter the Plant only between 7.30 AM to 14.30 hrs on all working days.

In case of late placement, late placement charges (Beyond free period of TEN days), @ ₹ 1,500/- (Rupees One Thousand Five Hundred only) per axle per day will be applicable subject to maximum 15% of the gross basic freight.

The exit timings shall be generally up to 5.00 PM on working days.

Late placement charges shall be recovered from transporter's freight bills &/or EMD/SD submitted at any unit of BHEL.

30. In the event of refusal or failure of transporter to lift the consignments offered to them, after "Placement Time" from date of requisition or any other violation or breach of any of the terms and conditions of the contract, BHEL reserves the right to use alternative source for lifting of consignments on risk cost and extra expenditure / losses / demurrages incurred if any will be recovered by defaulter transporter from SD or/ & pending bills from any unit of BHEL.

31. **LOADING & UNLOADING:** Loading and Unloading at BHEL/Site shall be arranged by BHEL/Customer. Unloading/Loading during the transportation will be done by transporter on his cost and arrangement. BHEL shall not pay any charges towards Unloading/Loading during transportation. The length of platform of the axle's combination deployed for the consignment shall not be less than the length of consignment. For loading of consignments, sufficient number of axles shall be deployed in accordance with load bearing capacity of axles as per MoRTH/Govt. guidelines issued from time to time.

32. **DETENTION CHARGES:**

32.1) **LOADING POINT:**

Detention charges at loading point shall be payable as under:

- For first seven (7) days from date of reporting (from requisition date if placement date is earlier): Nil.
- Beyond seven (7) days: ₹ 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day up to loading of consignment.
- The period of detention shall be certified by the consignor/Customer/Site-In-charge/Product Commercial/concerned RODs.

32.2) **UNLOADING POINT**

Detention charges at unloading point shall be payable/ regulated as under-

- For first seven (7) days from the date of reporting/date of entry at site: NIL. Reporting should be certified by the BHEL executive at the site or customer.

- b. Beyond seven (7) days: ₹ 1,500/- (Rupees One Thousand Five Hundred only) per axle per day for each additional day.
- c. No detention charges, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.
- 32.3) Total detention Charges for both loading and unloading points taking together under clause 32.1 and 32.2 above **shall not exceed 15% of the gross basic freight.**
- 32.4) If any Hydraulic Trailer is placed at BHEL after given requisition and if due to some reason, vehicle is not actually loaded and returned back, detention charges will be paid @ ₹ 1500/- (Rupees Fifteen hundred only) per axle per day for each additional day after placement date subject to maximum of basic freight chargeable for distance of 200 KMs. Detention charges as above are inclusive of Prime Mover also.
33. The transporter should arrange necessary Material Handling Equipment for safe loading / unloading / handling of equipment at Origin / Discharge /Storage Facility / enroute etc.
34. Transporter is responsible for transportation of the ODC's from origin to destination, properly placing holding / tying / fastening / lashing / securing the consignment on vehicle.
35. Transporter shall be allowed to use only those T&P and hardware, which is reasonably in excellent working condition, tested for safe operation and adequate in capacity and size.
36. Transporter shall arrange suitable wooden, steel and concrete sleepers, spreader beam, pedestals, stools, temporary supports rollers and guides etc. required for receiving, storing, handing and transporting the said cargo.
37. Transporter shall prepare all the necessary documents in required number of copies to accompany with the vehicle while leaving for site to ensure smooth transportation without hindrance from any Government or local agency on the way.
38. Transporter will work round the clock at the storage facility / en-route. Transporter shall ensure the timely availability of required quantity of manpower, tools and plants at all the places where such activities are to be carried out.
39. The cost of liaising and co-ordination with all concerned authorities will be to transporter's account.
40. Any non – specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to BHEL.
41. Transporter should obtain all required clearances / permit from all Governmental / Non– Governmental authorities i.e. NHAI / PWD / CPWD, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department, waterways authorities etc., including Private Parties / Persons for transportation of ODC through inland road transport route identified by the transporter. Transporter should also ensure that all taxes / Duties for Hydraulic Axles and Prime Movers are paid to the concerned State authorities.
42. Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignments from weather / rain from receipt of cargo in BHEL to delivery of the same at site.

43. The transporter shall coordinate damage assessment / clarification, reporting, lodging First Information Report with local Government authorities. The transporter shall also coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner/Insurer.
44. **OBSERVANCE OF LOCAL LAWS:**
- The transporter shall comply with all Laws, Statutory Rules, and Regulations etc including MoRTH guidelines (As applicable). The transporter shall obtain all necessarily permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
 - The transporter shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commission or other charges that may be levied on account of any of the operations connected with the execution of this contract.
 - The transporter shall be responsible for the proper behavior and observance of all regulations by the staff employed.
45. The weight and dimension of consignment, which is to be loaded at Site/BHEL is enclosed at **Annexure-B**. No claim on account of variation in weight & dimension of consignment will be entertained. Weight & dimensions of consignment given in BHEL Packing List shall be treated as final.
46. Transporter shall own all risks and responsibility from the time of Dispatch of consignment from site/BHEL till safe delivery at site/BHEL.
47. Transporter shall submit the daily progress report to BHEL Haridwar and provide access to the GPS system deployed in the vehicle to BHEL Executive/Supervisor.
48. All necessary statutory, legal and safety requirements shall be complied by the transporter and the transporter shall indemnify BHEL and Owner from any liability on any account caused due to non-compliance of statutory, legal and safety norms of the Government of India or any of the State Governments.
49. Transporter shall use every reasonable means to prevent any of the highways, bridges, waterways, etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his barges / trailers and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways etc. for any damage caused by the breach thereof, the transporter shall be solely responsible.
50. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities. In the event of such occurrence, transporter shall be responsible for all penalties levied and shall pay from their own account.
51. The rates quoted shall be firm and valid during the execution of the contract period i.e. from the time of lifting the consignment from BHEL, works, until the same is delivered at the site and no claim whatsoever will be entertained arising out of change in route and related thereto. The rates quoted shall be inclusive of all taxes (except service tax), surcharge, wharfage, hamali enroute, statistical charges, any readjustment, lashing, etc.
- SERVICE TAX and OCTROI CHARGES** if any shall be reimbursed on submission of documentary evidence. The rates shall also include the cost of electrical works, civil works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc. Wherever required en-route and obtaining permissions for the same from the appropriate authorities. No extra claim

what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.

52. To ensure safe transit, Spreader beams shall be deployed, if necessary. The prime mover, axles and tyres shall be in very good condition and as well road worthy and suitable for carrying the tender consignment. The trailers shall be equipped with adequate spares required for general usage during journey. Two qualified & experienced drivers, hydraulic power pack operator and required number of helpers/wiremen shall be made available with the vehicle. The credentials of the drivers have to be submitted before lifting the consignment and clearance has to be obtained from BHEL unit.
53. Bidder shall nominate one competent person to ensure proper coordination of logistics for the entire duration of each contract.

54. **TRANSIT TIME & PENALTY FOR LATE DELIVERY:**

Timely delivery is the essence of the contract. The transit time shall be reckoned based upon average run/day as under, inclusive of time taken to clear obstructions and RTO formalities en-route.

THE AVERAGE RUN /DAY SHALL BE 50 KM.

Delay in delivery will attract penalty @ 2/7% (two by seven percent) per day of delay subject to a maximum of 15% calculated on the gross basic freight.

For the purpose of computing the delivery time, the date of GR/LR (for road transport) or actual date of exit from plant (whichever is later) shall be taken as dispatch date. The date of unloading at destination shall be taken as the delivery date. Transportation time period will be the period in between the delivery and dispatch date. In case there is a delay in unloading by consignee, the actual date of reaching of consignment at destination shall be taken as delivery date provided the detention at destination is certified by the Consignee/BHEL officers/Customer. In case where Octroi is paid by the carrier 3 days grace period will be given extra against documentary evidence & detention on account of obtaining RTA permissions from various state Govt.'s shall not be considered.

55. **GPS BASED VEHICLE TRACKING SYSTEM:** The Prime Mover shall be equipped with operational GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required.
56. **INDEMNITY:** The bidder/transporter shall indemnify and keep indemnified BHEL all losses, claims, etc. arising out of any of his acts of his agents or associates or servants during the currency of each contract.
57. **Grace period of flat seven days will be allowed for the purpose of late delivery penalty.**
58. All payments including any penalty, damages or compensations payable by the Transporter to BHEL under the terms of this Contract or under any other contract with BHEL may, without prejudice to any other mode of recovery, be deducted from the Security Deposit or realized from the sale of securities or from the any sum which may be due or become due to the transporter by BHEL in any contract (s). In the event of the security deposit being reduced by reasons of such deductions or sale as aforesaid, the transporter shall within ten days thereafter make good in cash or in security endorsed as aforesaid, any sum or sums by which the security deposit has been reduced.

59. **FORCE MAJEURE:** The following shall amount to force majeure conditions:
Acts of God, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.
60. If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time by the approval of competent authority, provided written intimation/notice/email of the happening of any such cause / event is given by the contractor to BHEL within 04 days from the date of occurrence thereof.
61. The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non- performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
62. Force Majeure conditions will apply on both sides i.e. BHEL as well as the Contractor.
63. **PREVENTION OF CORRUPTION:**
- 63.1) Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 63.2) BHEL shall be entitled to cancel the contract and to recover from the bidder the amount of any loss resulting from such cancellation if the bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the bidder in relation to this or any other contract with BHEL.
64. **SUB-LETTING:** Sub-letting of the work either in full or in part is strictly prohibited. However, hiring of vehicles is permitted. Whole responsibility of safe transportation will rest with the transporters to whom the contract will be awarded by BHEL.
65. **SAFETY & INSURANCE:** The successful bidder is solely responsible for safe transportation and delivery of the consignment at the destination. However BHEL/CUSTOMER shall arrange insurance of the consignment. But, that will not in any way absolve the transporter from compensating BHEL/CUSTOMER in case of damage / loss. BHEL will have the right of subrogation in case of loss /damage caused to the consignment being transported by the bidder. The bidder shall during the execution of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the bidder or his employees, in accordance with appropriate statutory requirements. If due to bidder's carelessness, negligence, no observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its customer's property and if BHEL is unable to recover its claim from the insurance company, the deficit will be recovered from the bidder. The recoveries are to be made from bidder's pending bills/EMD/SD etc. with any other unit of BHEL. In the event of any transporter being blacklisted by any BHEL Unit during the tenure of the contract, the concerned transporter will stand blacklisted by BHEL, Haridwar also.
66. Transporters shall follow all necessary instructions relating to ISO-14001 and ISO-18001 obligations for environmental safety and occupational Health Safety.

67. **RESCUE OPERATION:** - Transporter shall be fully responsible for rescue operation, if any consignment gets toppled during transit. Relief towards expenditure incurred by transporter in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by BHEL from underwriter on this account, after settlement of the insurance claim.
68. **PAYMENT:** Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate duly supported by the acknowledgment of the consignee on the GR/LR copy having delivered the consignment in good condition. Freight bills shall be submitted in Performa attached at Annexure-H.
69. The **PAN Number & SERVICE TAX REGISTRATION Number** shall be pre-printed on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal:
“Certified that we have not availed Cenvat credit of duty paid on inputs of capital goods and we have not availed the benefit of notification No. 12/2003 –ST dated 20.06.2003 stage”.
70. No reimbursement will be allowed for any penalty/ challan/ charges for overloading of the vehicle beyond loading capacity of the vehicle. In case of overloading, no payment will be made for weight in excess of the loading capacity and transporter will be totally responsible for any damage occurring to the consignment.
71. The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee strictly in the prescribed manner with signature, name & seal of consignee’s representative receiving the material duly specifying date & time, type of vehicle and Registration No(s) and condition of the consignment on delivery incorporated overleaf LR/MR submitted along with their freight bill claim as per Annexure-H. In case of any lapse, processing of the freight bill for release of payment will be made only after due investigation.
72. Transporters will be required to get the delivery acknowledgement information preprinted behind their GR forms in following manner:-

<u>Acknowledgement / Receipt of Consignment</u> <u>(To be pre-printed on reverse side of GR/LR)</u>	
Received	case(s) crate(s) loose bundle(s) on (Date).....through [*] Trailer. Regn. No..... sent vide Consignment Note/LR NoDated in [*] Proper / Damaged condition.
Handed over documents in original [*] (i) Duplicate for Transporter copy of invoice (ii) Packing List / Other Document(s) (to be specifically mentioned)	
Remarks, if any: Date	Authorized Signatory of the Consignee with Name & Seal
[*] Strike out which is not applicable.	

73. No request for extension of the time from the transporter will be entertained.
74. “If any bidder/ supplier during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage either fails to perform or is in default without any reasonable cause, causes loss of business/money/reputation, indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartels so as to influence the bidding process or influence the price, action may be taken against such bidder/supplier as per the “Guidelines for Suspension of Business Dealings with the Suppliers.

75. **RISK PURCHASE:** BHEL reserves to itself the following rights in respects of this Contract without entitling the bidder for any compensation.
- 75.1) If at any time during the currency of the contract, the bidder fails to fulfill all or any of the services required under the scope of work, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the bidder and also forfeit the security deposit. Balance amount, if any, will be recovered from the transporters freight bills at any unit of BHEL.
- 75.2) To recover any money due from the bidder under this contract or any other contract will be recovered from the Security Deposit or/& pending bills from any unit of BHEL.
- 75.3) To claim compensation for losses sustained including BHEL's supervision charges & Overhead charges in case of termination of Contract.
76. **ARBITRATION:**
- 76.1) If at any time, any questions, disputes or differences whatsoever arising out of or in any way concerning the contract between BHEL and the transporters/contractors, the same shall be referred to the sole arbitrator i.e. Head of the unit/Executive Director, HEEP, BHEL, Haridwar or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both parties.
- 76.2) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 76.3) The place of Arbitration will be BHEL Haridwar.
77. The Contract as entered into between BHEL and the successful bidder (s) shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1965, as amended from time to time during the tenure of the contract.
78. Any changes in Motor Vehicle Act/MoRTH guidelines announced by Govt. of India, from time to time will be applicable and the same shall be binding both on BHEL & transporters.
79. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to the contract, the courts at Haridwar only shall have jurisdiction.

ANNEXURE-B

TENDER NO. HWR/CDX/PTP/LPIC/2014-15 DATED 09/07/2014
LIST/DETAILS OF ODC CONSIGNMENTS TO BE TRANSPORTED ON POINT-TO-POINT BASIS

Sl	Project Name	From	Destination	Description	Expected Handover Month	Gross Weight, MT	Approx. Dimensions LxWxH (in MM)
1	Suratgarh-8	BHEL, Haridwar	General Manager, BHEL Site office, 2ND FLR,ADM BLD,RRVUNL,2X660MW Super Critical TPS,Suratgarh Distt-Ganganagar Rajsthan-335804	LP Inner Casing (Lower Half)	10/14	87.294	6812x6530x4360
2	Ragunathpur-2	BHEL, Haridwar	Damodar Valley Corporation Ragunathpur Unit 2 Ragunathpur, Distt- Purulia, WB	LP Inner Casing (Lower Half)	12/14	87.294	6812x6530x4360

Note:-

- EXPECTED HANDOVER MONTH MENTIONED ABOVE IS TENTATIVE WHICH IS SUBJECT TO VARIATION.
- ABOVE LIST IS FOR GUIDANCE ONLY FOR THE CONSIGNMENTS
- UP TO A DIFFERENCE OF 5% BETWEEN THE INVOICED AND ACTUAL WEIGHT, THERE WILL BE NO CLAIM ON FREIGHT FROM EITHER SIDE.

WE (THE TRANSPORTER) UNDERTAKE TO PROVIDE SUITABLE AXLES, PRIME MOVERS FOR SAFE TRANSPORTATION OF THE ABOVE CONSIGNMENTS IN TIME AND AS PER THE REQUIREMENTS OF THE TENDER IN ALL RESPECTS.

Signature & Stamp of bidder

ANNEXURE-E

PROFORMA FOR BANKER'S CERTIFICATE ON BANK LETTER HEAD

TO WHOMSOEVER IT MAY CONCERN

M/s -----

(Name of the transporter with address and IBA Code)

(A limited company/private company/ partnership/ proprietorship) is maintaining a current A/c with us.

During the previous year's firm's transactions with the bank had been as under:

(In ₹ Lacs)

Particulars	2011-12	2012-13	2013-14
Bank transactions			
Cash Credit/OD limit			
Any other aspect			

The Bank Transactions of the firm has been found satisfactory and their financial position is sound.

Place:

Date:

Authorized signatory of the Bank with Seal.

ANNEXURE-F**Self-Certification Affidavit**

(To be executed on non-judicial stamp paper worth ₹ 100/-)

To,
Addl. General Manager (CDX), HEEP, BHEL HARIDWAR

1. We_____ (IBA Code_____) have read the Tender terms & conditions' of tender no._____ attached hereto duly signed & stamped on each page and hereby agree to abide by the said conditions.
2. We agree to keep this tender open for acceptance for a period of 120 days from the date of opening the same.
3. A sum of ₹____/- (Rs____ Lakhs only) is herewith forwarded as EMD in the form of DD in favour of Bharat Heavy Electricals Limited, HEEP, Haridwar duly noting the provision of 'Security Deposit' in the manner as provided under NIT, in case we are approved as successful tenderer.
4. The full value of EMD/PSD shall stand forfeited without prejudice to any other rights or remedies in line with the conditions stipulated and relevant to the context.
5. We as the bonafide tenderer agree and confirm as deemed to have satisfied ourselves by all conditions to be encountered during the execution of the rate contract are taken into account and that the rate are adequate and all inclusive to accord with the provisions to the entire satisfaction of the Company.
6. We make oath and state as under: -
That, the contents submitted as statement, enclosure to the techno-commercial bid are true to the best of our knowledge and only true facts have been stated and nothing relevant has been concealed. We do hereby verify that the contents are true and correct.
7. Until a formal agreement is made and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of the rate contract awarded on us.
8. We (Name of bidder) certify that:-
 - We are not presently put on hold, suspended, de-listed, banned or black listed by any of the BHEL Units/Govt. organizations.
 - We have not been booked by CBI and/or indicted by a court of law in any criminal case relating to transportation.
 - We confirm that we have not changed any information in tender documents submitted.
 - We confirm that none of our Group concerns or affiliates etc. appears on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc. are involved with such firm/company.
 - We confirm that other than us (Name of bidder), none of our Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
 - BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to us (Name of bidder) if,
 - BHEL discovers at any time that any statement made by us in affidavit cum undertaking is false, fraudulent or
 - Any document submitted by us was fake or forged
 - Or if BHEL determines in its sole discretion that nay statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
8. Verified and signed today, the____(Day) of____(Month)____(Year) at_____(Place) in the presence of the witnesses who have appended their signature with address hereunder:

Date:

Complete Address of the tenderer:

Contact details:

(Signature of the tenderer affixing official stamp)

Name & Designation

Name & Address of witnesses:-

- 1.
- 2.

ANNEXURE-G

(PRICE BID FORMAT – TRANSPORTATION COST INCLUDING COST OF CIVIL WORKS (if any))

Tender No. HWR/CDX/PTP/LPIC/2014-15 DATED 09/07/2014

Project Name:- **BHEL, Haridwar to Suratgarh-8**

(1)	(2)	(3)	(4)	(5)
Sl.	Description & Weight (MT)	Cost of Road Transportation	Cost of civil works (If any)	Total Rates per Consignment for Safe Transportation (All Inclusive) (3+4)
1	LP Inner casing – 87.294MT (6812x6530x4360) in mm	_____ (In Fig.)	_____ (In Fig.)	_____ (In Fig.)
		_____ (In Words)	_____ (In Words)	_____ (In Words)

NOTE:-

- I. Above rates are valid for period of 120 days from date of price bid opening.
- II. Rates should be quoted in figures as well as words.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc, if required by transporter. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.).
- V. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.

Important Note:- The price bid shall be sealed in separate individual envelope and must super scribe “**Tender No. HWR/CDX/PTP/LPIC/2014-15 – PRICE BID – Project Name – Item Description**”.

Signature & Seal of Authorized signatory

(PRICE BID FORMAT – TRANSPORTATION COST INCLUDING COST OF CIVIL WORKS (if any))

Tender No. HWR/CDX/PTP/LPIC/2014-15 DATED 09/07/2014

Project Name:- **BHEL, Haridwar to Raghunathpur-2**

(1)	(2)	(3)	(4)	(5)
Sl.	Description & Weight (MT)	Cost of Road Transportation	Cost of civil works (If any)	Total Rates per Consignment for Safe Transportation (All Inclusive) (3+4)
1	LP Inner casing – 87.294MT (6812x6530x4360) in mm	_____ (In Fig.)	_____ (In Fig.)	_____ (In Fig.)
		_____ (In Words)	_____ (In Words)	_____ (In Words)

NOTE:-

- I. Above rates are valid for period of 120 days from date of price bid opening.
- II. Rates should be quoted in figures as well as words.
- III. Rates are to be quoted by taking into consideration the weight of transportation accessories such as spreader beam etc, if required by transporter. No extra payment will be made in this regard.
- IV. The rates quoted inclusive of all incidentals (like Taxes and Duties, etc.).
- V. In case, any deviation/condition etc. is observed in Price bid submitted by bidder the same (i.e. deviation/condition etc.) shall be ignored by BHEL.

Important Note:- The price bid shall be sealed in separate individual envelope and must super scribe "Tender No. HWR/CDX/PTP/LPIC/2014-15 – PRICE BID – Project Name – Item Description".

Signature & Seal of Authorized signatory

ANNEXURE-H

Freight Bill Performa**TENDER NO. : HWR/CDX/PTP/LPIC/2014-15****Dated 09/07/2014**Bill No. _____ Bill Date. _____
Name of Transporter. _____ Full Address. _____
Pan Number. _____ Service Tax Regn. Code. _____

M/s. Bharat Heavy Electricals Ltd. Ranipur, Haridwar.

We hereby submit our Bill for Transportation of your goods.

Sl.	C-Note No./ Material Receipt Date	GR. No. & Date	Name of the consignor /Consignee station	Actual Weight	Distance	Consignment description	Freight charges	WO No. & Date	Vehicle No.	Remarks

Total amount in words _____

Signature & Seal of Transporter**Total amount in words verified for payment Rs. _____**Sr. Manager
(Stores/Traffic)Dy. Manager
(Stores/Traffic)Sr. Stores Officer
(Stores/Traffic)

ANNEXURE-I**BANK GUARANTEE BOND**

BG against agreement dated/...../..... in respect of Tender No. HWR/CDX/PTP/LPIC/2014-15 In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.

2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. 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 Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(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 bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We, (Indicate the name of Bank) 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/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all the liability under this guarantee thereafter.

5. We, (Indicate the name of Bank), further agree with the Company that the company 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 Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(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.

6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).

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

Dated the..... day of
For (Indicate the name of Bank)