



Bharat Heavy Electricals Limited

Fabrication Stamping & Insulator Plant
Jagdishpur, Amethi – 227817(U.P.)

Office: 91(05361) 224119
Fax: 91(05361) 224243

MATERIAL MANAGEMENT

Notice Inviting Tender

Tender Enquiry No: TE-131/2022-23

Dtd: 12.09.2021

E-Tenders are invited in Two Part Bid System for Supply, Erection and Commissioning of RCC Sliding door as per Specification and technical requirements.

(I) General:

1. The tender will be under two part bid system (PQR cum Techno-commercial & Price-bid). Pre-Qualifying Requirement (PQR) is following:

| Sl No | Criteria | Supporting document |
|-------|--|--|
| 1 | Bidder should have successfully completed supply, erection and commissioning of RCC sliding doors of at least 1.0 metre thickness in past 5 years. Relevant POs/WOs/Contracts and work completion certificates to be produced by the bidder. | POs/WOs/Contracts and work completion certificates |

2. Mode of Submission of offer: Being e-tender, offer will be submitted online through e-tender portal:

<https://eprocurebhel.co.in/nicgep/app>

Important dates are given below:

| EVENT | SCHEDULE |
|--|---|
| Last Date & Time for receipt of tender | Date: 22.09.2022 Time : 14.00 hrs (IST) |
| Tender opening date & Time (Part I) | Date: 22.09.2022 Time : 15.30 hrs (IST) |

3. In case of any difficulty faced while registering on BHEL's e-Procurement portal developed by NIC, queries may be addressed to 0120-4001002, 0120-4001005 and 0120-6277787; email: support-eproc@nic.in. These details are also available on 'Contact Us' page of the portal
4. Offer to be submitted only on e-procurement portal. Hard copy/email offer is not required to be submitted to BHEL-FSIP. **Any offer received in Hard copy/Email shall not be accepted and straightway rejected by BHEL-FSIP**
5. The offer shall be submitted as per the instructions of tender documents and as detailed in this NIT. Non acceptance of any term may lead to rejection of quotation.
6. **Tender Cost: - NIL**
7. **Earnest Money Deposit (EMD): Rs.1.5 Lakhs through e payment mode.**

EMD is to be paid by bidder for securing fulfilment of any obligations in terms of this tender. Offer should be accompanied with Earnest Money as specified in this tender through The EMD may be accepted only in the following forms:



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- a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with your technical offer.
- b. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the vendor/bidder, a/c BHEL)
- c. The EMD shall not carry any interest.
- d. Suppliers such as Central/State-PSUs/ Govt departments and Micro Small Enterprises are exempted from EMD.
- e. In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- f. BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
 - f.1. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - f.2 The supplier fails to deposit the required CEBG.

8. Contract Execution Bank Guarantee (CEBG): The successful bidder has to submit Contract Execution Bank Guarantee (CEBG) of 10% of order value within 30 days from date of PO. All bank charges on account of issuance and confirmation of CEBG shall be borne by vendor.

9. Performance Bank Guarantee (PBG): The successful bidder has to submit Performance Bank Guarantee (PBG) of 10% of order value for 30 days beyond the Warranty Period by supplier. PBG Confirmation charges shall be borne by vendor.

10. Rate shall be firm and there is no Price Variation.

11. Rate must be quoted in Rupees for supply and erection and Commissioning seperativly on FOR BHEL Jagdsihpur Basis.

(II) Item Description: Design, Fabrication, Loading, Supply, Transportation, Erection and Commissioning of the Motorized RCC sliding Door for clear opening size 7.0mx7.0m with 1.0m Thickness and an overlap of 500mm (i.e.0.5m) on three sides of door. The Motorized RCC sliding Door shall be provided with suitable structure steel frame work with vertical, horizontal and diagonal stiffeners consisting of rolled steel sections (ISMC/ISMB/ISA) confirming to IS:808-2021 as per scope of supply of Technical Specification ref no. FSIP/WEX/RCC Sliding Door/05 DATED 07.09.2022.

Note: Erection, testing and commissioning of motorized RCC door will be in vendor's scope. Cranes, hydras, scaffoldings and all other lifting equipment required during erection and commissioning of RCC sliding door will be in the scope of the vendor.

Scope of Supply & E& C: -

- a) Design, Fabrication, Loading, Supply, Transportation, Erection and commissioning of Sliding RCC Door for clear opening of size 7.0m*7.0m with 1.0m thickness and an overlap of 500mm(0.5m) on three sides of the door and in confirmation with the attached drawing.



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MATERIAL MANAGEMENT

Notice Inviting Tender

- b) The Motorized RCC door should be provided with suitable structural steel framework with vertical, horizontal and diagonal stiffeners, consisting of suitable rolled steel sections confirming to IS: 808:2021
- c) Material should be dispatched in parts/sub-assemblies and no individual part/sub-assemblies should have weight exceeding 10MT. All part/sub-assemblies to be assembled and credited at our site and further all machinery, tools and material required for the assembly are to be arranged by the vender.
- d) Erection, testing and commissioning of motorized RCC sliding door shall be in Vendor's scope.
- e) For all civil constructions required for erection and commissioning of the RCC sliding door, all relevant drawings and instructions shall be provided by the vendor well in advance.
- f) Operation and maintenance manuals (Two hard copies) and general assembly drawing along with soft copy in .pdf format.
- g) Training to our personnel for operation and maintenance.

| Sl No | Item Description | Qty | Unit |
|-------|--|-----|------|
| 1 | Supply (Including Design, Fabrication, Loading, Supply, Transportation) of Motorized RCC sliding Door for clear opening size 7.0mx7.0m with 1.0m Thickness and an overlap of 500mm | 1 | No. |
| 2 | E&C of Motorized RCC sliding Door for clear opening size 7.0mx7.0m with 1.0m Thickness and an overlap of 500mm | 1 | No. |

(III) Attachment to Tender Enquiry:

| Sl. No. | Description | Annexure/Enclosure |
|---------|--|-----------------------|
| 1 | General Terms & Conditions (Including make in India declaration, Sister concern declaration & CA certificate Annexure-I) | Annexure: II |
| 2 | PQR cum Techno-commercial bid | Annexure –IV |
| 3 | Special Terms and Conditions | Annexure: III |
| 4 | <u>Technical Specification for Motorized Sliding RCC Door</u> | Enclosed (Annexure-3) |
| 5 | <u>Drawing</u> | Attached |

(IV) **Contact person details:**

Manmeet Kumar

Dy. Manager –MM

Phone: 05361 224126/9478471278

E-mail: manmeet@bhel.in



SPECIAL TERMS AND CONDITIONS (STC) OF ENQUIRY (TE -131 dated 12.09.2022)

| Sl. No. | Description |
|---------|---|
| 1 | Material Supply and Erection & Commissioning Material Supply and Erection and Commissioning shall be as per Technical specification (Annexure -3). |
| 2 | Product Requirement As per attached Technical Specification for Motorised Sliding RCC Door Ref No. FSIP/WEX/RCC Sliding Door/05 DATED 07.09.2022 (Annexure-3). |
| 3 | Delivery time and term Supply of Equipment: Within three Months from date of PO. Period of Erection & Commissioning: Within One Month from date of intimation for site readiness by BHEL. The rates quoted shall be on F.O.R- BHEL Stores basis including Supply and Erection & Commissioning. The rates shall be exclusive of unloading charges but inclusive of freight & Insurance. BHEL will only assist in terms of the lifting equipment at the time of un-loading, shifting and storage of the material. For erection and commissioning, vendor will have to arrange his own equipment. |
| 4 | Distribution of Load Share Quantity shall be given to only one supplier. No preference shall be given to MSE and Make in India Suppliers. |
| 5 | Tender Finalization Tender Finalization shall be through Reverse Auction after price bid opening. |
| 6 | Quantity Tolerances <i>There is No quantity tolerance.</i> |
| 7. | Payment Term: Direct Payment: 80% payment of Supply value shall be made within 45/60/90 days for MSE/Medium Enterprises/Non MSE Supplier respectively from receipt of material at BHEL. Balance 20% of supply value plus 100% of E&C portion of PO value will be paid against E&C Certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the Warranty period by supplier for 10% of Total Order Value. Loading of Payment term on account of deviation shall be also processed as per GTC. |
| 8 | Penalty for Delay: Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C). The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E &C subject to a maximum of 10% of total PO value (Supply + E&C). Maximum penalty for Delay in Supply and E&C together shall be limited to 15% of total PO value ((Supply + E&C). |
| 9 | Evaluation: Evaluation shall be on overall basis (Supply +E&C). |
| 10 | Whatever is mentioned in "Technical Specification for Motorised Sliding RCC (Annexure-3)" will supersede NIT, GTC, STC Terms. |

PQR Cum Techno-Commercial Requirement

| | | | |
|--|--|--|---------------------------|
| | Tender Enquiry No. | TE No.131/2022-23 dated 12.09.2022 | |
| | Description | Supply, Erection and Commissioning of RCC Sliding door as per Specification and technical requirements. | |
| PQR, Technical and Other Requirements | | | Supplier's Remarks |
| Sl No | Description | BHEL's Requirement | Submitted |
| 1 | EMD (Rs 1.5 Lakhs) Submitted or Exemption Document | To be submitted (receipt enclosed) | Yes/No |
| 2 | Bidder should have successfully completed supply, erection and commissioning of RCC sliding doors of at least 1.0 metre thickness in past 5 years. Relevant POs/WOs/Contracts and work completion certificates to be produced by the bidder. | POs/WOs/Contracts and work completion certificates | Yes/No |
| 3 | GST Registraion Certificate | To be submitted | Yes/No |
| 4 | Registraion Certificate under MSME Act if applicable (Udyam Certificate) | To be submitted | Yes/No |
| 5 | CA certificate (Annexure I) if applicable | To be submitted | Yes/No |
| 6 | Self-Declaration on Class I/Class II/Non Local under Make in India | Seal and signed | Yes/No |
| 7 | Declaration by vendor for Sister Concern | Seal and signed | Yes/No |
| 8 | MSE owned by SC/ST declration if applicable | Yes/No, If Yes Submit supporting Document | Yes/No |
| 9 | MSE owned by Women declration if applicable | Yes/No, If Yes Submit supporting Document | Yes/No |
| 10 | Contact Person | To be given | |
| 11 | Contact Email Id | To be given | |
| 12 | Contact Number | To be given | |
| 13 | Acceptance of NIT, STC and GTC terms and conditions | Yes/No | Yes/No |
| | Remarks If Any | | |
| Bidder's Seal and Sign | | | |



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

फैब्रिकेशन, स्टैम्पिंग एवं इंसुलेटर प्लांट, औ० क्षेत्र जगदीशपुर

Fabrication, Stamping & Insulator Plant (FSIP), Industrial Area Jagdishpur

जिला - अमेठी/ District : Amethi - 227 817

Works Engineering & Services Department

Ref. No.: FSIP/WEX/RCC sliding door/05

Date: September 7th, 2022

TECHNICAL SPECIFICATION FOR MOTORIZED SLIDING RCC DOOR (Annexure-3)

1. Scope of Supply:

- Design, fabrication, loading, supply, transportation, erection and commissioning of sliding RCC door for clear opening of size 7.0m*7.0m with 1.0m thickness and an overlap of 500mm (0.5m) on three sides of the door and in confirmation with the attached drawing.
- The motorized RCC door should be provided with suitable structural steel framework with vertical, horizontal and diagonal stiffeners consisting of suitable rolled steel sections (ISMC/ISMB/ISA) confirming to IS:808-2021.
- Material should be dispatched in parts/sub-assemblies and no individual part/sub-assembly should have weight exceeding 10MT. All parts/sub-assemblies to be assembled and erected at our site and further, all machinery, tools and materials required for the assembly are to be arranged by the vendor.
- Erection, testing and commissioning of motorized RCC door will be in vendor's scope. Cranes, hydrams, scaffoldings and all other lifting equipment required during erection and commissioning of RCC sliding door will be in the scope of the vendor.
- For all civil constructions required for erection and commissioning of the RCC door, all relevant drawings and instructions shall be provided by the vendor well in advance.
- Operation and maintenance manuals (two hardcopies) and general assembly drawing along with soft copy in .pdf format.
- Training to our personnel for operation & maintenance

2. Technical Specification for motorized transfer trolley:

| Sl.No. | Parameters/Items | Specifications |
|--------|-----------------------------|--|
| 1 | Door | Motorized RCC sliding door |
| 2 | Location | FSIP-BHEL-Jagdishpur |
| 3 | Operation | To cover up RT Enclosure |
| 4 | Quantity | 01 complete assembly |
| 5 | RCC Door clear opening size | 7m*7m and 1.0 m thick |
| 6 | Overlap | Overlap of 500mm (i.e. 0.5m) on three sides of the door |
| 7 | Stiffeners | Suitable vertical, horizontal and diagonal stiffeners |
| 8 | Stiffener material | Rolled steel sections confirming to IS:808-2021 |
| 9 | Lifting arrangement | Suitable clamps/lifting hooks to be provided on the sides as well as on front and rear of the door to lift it above the tracks when required |

- a. Place and application of motorized RCC sliding door: For closing/opening of radiographic testing enclosure



भारत हेवी इलेक्ट्रिकल्स लिमिटेड / BHARAT HEAVY ELECTRICALS LIMITED

फैब्रिकेशन, स्टैम्पिंग एवं इंसुलेटर प्लांट, जगदीशपुर / Fabrication, Stamping & Insulator Plant, Jagdishpur
Works Engineering & Services Department

- b. All components/materials/controls/dimensions shall be in metric system confirming to relevant Indian /International standards
3. **Information to be Furnished along with the Technical Offer :**
 - a. Model, material & dimensions of internal components/accessories/sub-assemblies of the door.
 - b. Types and details of various parts subject to fast wear and tear should be mentioned
 - c. List of the optional accessories with item wise details
 - d. Party has to quote spares for two years of normal operation along with offer
 - e. List of supplies previously made of identical / similar equipment in past years
 - f. Schematic drawing (both electrical and mechanical) to be provided
4. **General Terms & Conditions:**
 - a. Validity of offer: 06 months
 - b. Machine (RCC sliding door) should be supplied with all the standard accessories
 - c. Supply: Within three (03) months from the date of receipt of confirmed order.
 - d. Erection & Commissioning is in the scope of vendor and should be completed within one month of handing over clear site for the works.
 - e. Guarantee: Equipment should be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is later.
5. **BHEL Scope:**
 - a. All required support structures including insert plates, other civil works for door will be in BHEL scope; however, vendor will have to provide all necessary drawings and instructions within fifteen (15) days of PO receipt for civil construction to be undertaken for installation of the sliding door.
 - b. Unloading, storage and shifting of materials at site including hydras and scaffoldings, whenever required.
 - c. Earthing for doors including copper strip earthing for control panel will be in BHEL scope.
 - d. Power supply at site for erection, commissioning, testing and operation of the sliding RCC door. Power supply will be provided up to the panel level including suitable incoming cable and MCCB.
 - e. Covered storage for tools and tackles and other machinery brought by the vendor for work at our site.
6. **Other terms and Conditions:**
 - a. Rates to be quoted FOR BHEL-Jagdishpur and should be inclusive of material supply, erection, testing and commissioning charges at BHEL-Jagdishpur.
 - b. Pre-dispatch inspection: pre-dispatch inspection will be carried out by BHEL at vendor's works and inspection notice to be given by the vendor at least two weeks before readiness of the material for dispatch.
 - c. BHEL, upon receipt of all items, will give call for erection and commissioning works to the vendor.
 - d. All the parts of machine should have easy accessibility for maintenance, lubrication, inspection and repair work. Any special tool required for maintenance and repair of machine should be informed by the vendor.
 - e. Suitable electrical and mechanical interlocks and safety guards should be provided to prevent the machine from damage and for safety of the operator.
 - f. Free after sales-services is to be provided during guarantee/Warranty period, and if found damaged or defective during this period has to be replaced free of cost.

ASHUTOSH UPADHAYAY
Senior Engineer (FP-400)
FSIP, BHEL-Jagdishpur

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ANNEXURE B

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (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 _____¹ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees only),

we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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. _____.

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 or Arbitrator or any other authority, 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 claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee

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is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. 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.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ 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, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

- ¹ ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
- ² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .
- ³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- ⁴ CONTRACT VALUE
- ⁵ BG AMOUNT IN FIGURES AND WORDS
- ⁶ VALIDITY DATE
- ⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE D

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (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 _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(In words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority; 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 thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

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all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK 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 Vendor / Contractor / Supplier 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 Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier 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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ we shall be discharged from all liabilities under this guarantee thereafter.

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.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ 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, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.