

Tender ID : 2024_BHEL_36624_1

Tender Reference Number : 180/CTC/ASU/ENQ

Tender Title : Pre Bid Tie Up for Cryogenic Air Separation Unit
for proposed Coal to Ammonium Nitrate Project

The validity period of the EMD BG shall be 45 (forty-five) days beyond the final bid validity period and the DATE OF EXPIRY OF CLAIM PERIOD shall be minimum 3 months from the BG expiry date. Amended BG format is attached herewith.

PROFORMA OF BANK GUARANTEE

(in lieu of EARNEST MONEY)

(On non-Judicial stamp paper of appropriate value, should be valid for a period of at least six months from the date of tender opening)

Bank Guarantee No.....

Date.....

To

Bharat Heavy Electricals Limited
High Pressure Boiler Plant, Tiruchirappalli – 620014

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender, Enquiry No..... (Tender Reference) M/s.....(vendor name) having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of (Name of work) invited by Bharat Heavy Electricals Limited through its Unit, High Pressure Boiler Plant, at Tiruchirappalli – 620014

The Tender Conditions provide that the Tenderer shall pay a sum of Rs (BG Amount in words and Figures) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of (BG Amount in words and Figures) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of(BG Amount in words and Figures) without any reservation, protest, and recourse and without the beneficiary 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..... (BG Amount in words and Figures)

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 hereunder and the Tenderer shall have no claim against us for making such payment.

We, Bank, further agree 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 Tender or to extend the time of submission of 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 -renderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said -renderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer 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 renderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including
(45 (forty-five) days beyond the final bid validity period) and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the (DATE OF EXPIRY OF CLAIM PERIOD) we shall be discharged from all liabilities under this Guarantee.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

WeBank 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..... (BG Amount in words and Figures)
- b) This Guarantee shall be valid up to. (45 (forty-five) days beyond the final bid validity period)
- c) Unless the Bank is served a written claim or demand on or before (DATE OF EXPIRY OF CLAIM PERIOD) 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)

Date.....

Place of issue.....

1. Details of the Invitation to Bid/Notice Inviting Tender
2. Name and Address of the Tenderer
3. Details of the Work
4. Name of the Employer
5. BG Amount in words and Figures
6. Validity Date
7. Date of Expiry of Claim Period

Note:

DATE OF EXPIRY OF CLAIM PERIOD shall be minimum 3 months from the BG expiry date.

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.