

Bid Document

Bid Details	
Bid End Date/Time	28-06-2022 17:00:00
Bid Opening Date/Time	28-06-2022 17:30:00
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10140027-hbbp Trichy
Total Quantity	1006
Item Category	E01MKLL - IBM Rational Application Developer for WebSphere Software Floating User Single Install Ann (Q3) , E025SLL - IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW (Q3) , E01MJLL - IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscr (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	E01MKLL - IBM Rational Application Developer for WebSphere Software Floating User Single Install Ann
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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Details of the Competent Authority for MSE

Name of Competent Authority	KANWALPREET
Designation of Competent Authority	DIRECTOR (PPD)
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	30-06-2021
Brief Description of the Approval Granted by Competent Authority	Spares from OEM/OES/OPM. AMC LICENSE from IBM OEM's authorised Platinum, Gold & Silver partners

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

MII Purchase Preference

MII Purchase Preference	No
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Details of the Competent Authority for MII

Name of Competent Authority	KANWALPREET
Designation of Competent Authority	DIRECTOR (PPD)
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	30-06-2021
Brief Description of the Approval Granted by Competent Authority	MII Exemption for the cases- Spares from OEM/OES/OPM

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

E01MKLL - IBM Rational Application Developer For WebSphere Software Floating User Single Install Ann (3 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Subramanian Samiappan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	3	365

E025SLL - IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW (1000 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Subramanian Samiappan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	1000	365

E01MJLL - IBM Rational Application Developer For WebSphere Software Authorized User Annual SW Subscr (3 pieces)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Subramanian Samiappan	620014,HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA.	3	365

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Annexures-I to IV View	Annexures-I to IV : VENDOR TO CONFIRM	E01MKLL - IBM Rational Application Developer For WebSphere Software Floating User Single Install Ann(3),E025SLL - IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW(1000),E01MJLL - IBM Rational Application Developer For WebSphere Software Authorized User Annual SW Subscr(3)

S.No.	Document Title	Description	Applicable i.r.o. Items
2	Annexure-A - Vendors commercial details View	VENDOR TO FILL AND ATTACH WITH OFFER	E01MKLL - IBM Rational Application Developer For WebSphere Software Floating User Single Install Ann(3),E025SLL - IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW(1000),E01MJLL - IBM Rational Application Developer For WebSphere Software Authorized User Annual SW Subscr(3)
3	PBG FORMAT View	VENDOR TO SUBMIT THE FILLED GUARANTEE	E01MKLL - IBM Rational Application Developer For WebSphere Software Floating User Single Install Ann(3),E025SLL - IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW(1000),E01MJLL - IBM Rational Application Developer For WebSphere Software Authorized User Annual SW Subscr(3)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Renewal of Software License for IBM Websphere for 1 year period w.e.f. 01.08.2022 to 31.07.2023

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address DTG, HPBP BHEL, TRICHY, TAMIL NADU - 620014.

2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall

be provided in Buyer's standard format only.

4. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
5.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
6. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
7. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
8. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
10. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): OEM'S PLATINUM, /GOLD/SILVER PARTNER.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid.

Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Annexure-I

BHEL Tiruchirappalli – Digital Transformation Group

**RFQ for Renewal of IBM WebSphere ND & RAD
Subscription and Support Licenses**

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1 **PREAMBLE**

Bharat Heavy Electricals Ltd. Tiruchirappalli proposes to renew IBM WebSphere ND & RAD Subscription and Support Licenses with M/s IBM's Platinum, Gold & Silver Business Partners through OPEN Tendering process.

This proposal consists of the following:

1.1. Renewal of Subscription and Support Licenses of following products

Sl. No	Part Number	Description	Qty
1	E01MKLL	IBM Rational Application Developer for WebSphere software floating user single install Annual SW Subscription and Support Renewal	3
2	E01MJLL	IBM Rational Application Developer for WebSphere software Authorized user Annual SW Subscription and Support Renewal	3
3	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual Software Subscription and Support Renewal 12 Months	1000

2 **ELIGIBILITY CRITERIA FOR BIDDERS**

The tender is open to bidders qualifying all of the following eligibility criteria. Bidder should provide required proofs to demonstrate their qualifications.

Sl. No.	Eligibility Criteria	Bidder's Confirmation
2.1	The bidder should be a company/firm registered/incorporated in India. Documentary proof to be submitted.	
2.2	The bidder should be Platinum, Gold and Silver Category Business Partner of M/s IBM India Pvt. Ltd as on the date of bid submission. The bidder should enclose authorization letter from M/s IBM for his entitlement.	
2.3	The bidder should not be involved in any bankruptcy issues. The bidder should submit a declaration to this effect.	
2.4	The bidder should have had a positive Net Worth in each of the last 3 financial years. Audited balance sheet and P&L account for the last 3 years should be submitted.	
2.5	The bidder should not be under Hold or Blacklisted by any of the BHEL units as on the bid opening date, for any of the product or service related to IT.	
2.6	Bidder should enclose Authorization letter from M/s. IBM India Pvt. Ltd to participate in this tender.	

Note:

- i. Certificates and evidences should be provided as proofs for all the above mentioned eligibility criteria.
- ii. If the bidder does not fulfill any of the eligibility criteria mentioned above, the offer will be rejected.
- iii. BHEL reserves the right to accept or reject the proof submitted by bidder in case of any dispute.

3 **SPECIAL INSTRUCTIONS TO THE BIDDER**

- 3.1. The offer shall be submitted in full, covering the total scope. Partial offer will not be accepted and will not be considered for evaluation.
- 3.2. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
- 3.3. All updates /upgrades of the software shall be provided during the entire lease period at no extra cost. The bidder shall give commitment letter in this regard.


4 **SCOPE OF WORK**

4.1. Annual Maintenance contract (AMC) for S/W Subscription and support renewal of IBM WebSphere Application Server Network Deployment and IBM Rational Application Developer (RAD) for WebSphere Software licenses installed at BHEL, Trichy on RHEL 7 Platform running in intel servers. AMC to be renewed for these subscription licenses for one year from (01-Aug-2022 to 31-Jul-2023). Existing S/W subscription licenses details mentioned in 1.1.

5 **SERVICE LEVEL AGREEMENT**

- 5.1. Bidder shall be responsible for continuous supply of update / upgrade of the software supplied under the scope of this tender for the entire period of one year (01-Aug-2022 to 31-Jul-2023).
- 5.2. The bidder shall produce proof of agreement with OEM, for support of the software during the entire period of one year (01-Aug-2022 to 31-Jul-2023).
- 5.3. The prices to be quoted are firm and in Indian Rupees only.
- 5.4. Delivery Terms: within 3 weeks from the date of purchase order and FOR destination for the software license. The software will be electronically downloaded by BHEL from the web site of IBM.
- 5.5. Applicable taxes shall be indicated clearly in the offer. Any change in taxes like GST or introduction of any new applicable tax in future by the Government will be to BHEL's account on submission of documentary evidence by the vendor.
- 5.6. Penalty: If the vendor fails to deliver the software license within the delivery period, a penalty @0.5% per week or part of the week subject to a maximum of 10% of PO value will be recovered.
- 5.7. Non-Disclosure Agreement (NDA) is to be signed and submitted as per Annexure-II.
- 5.8. Bidder should submit Confirmation of Compliance sheet with required documents listed in Annexure-III along with the bid.
- 5.9. "No Deviation Certificate" must be submitted as per the Annexure-IV.
- 5.10. The bid, all correspondence and documents related to the bid shall be in English.

Annexure-II

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 3.0	Rev. No: 00
		Date : 27 - 10 - 14	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this _____ day of _____, 20_____.

Name
 Company
 Signature

Annexure-III**Confirmation of Compliance to the Tender Requirement**

Sl. No	Description	Accepted (Yes/No)*	Remarks
1	The vendor has to deliver IBM WebSphere and RAD software subscription license renewal certificate for software Update and Product Support with Part Number, Product Features and Quantity within 3 weeks from date of receipt of order. the vendor has also to provide a user guide in the form of soft copy for accessing and downloading upgrades, logging bugs, complaints etc.		
2	Assistance in installation/upgrade of Web servers in production servers of BHEL Trichy		
3	Telephonic, FAX, E-mail support (at least Monday to Friday, 08.00 to 16:30 Hrs.)		
4	Product maintenance in the form of free fixes and patches after proper testing (copy of fixes/patches in CD/DVD/Downloads to be provided)		
5	Product upgrade at no extra cost		
6	Knowledge sharing sessions on upgrades		
7	Credentials for 24 x 7 access to web portal		
8	In the event of the problem not being sorted by the above means and also for critical circumstances like WebSphere crash, performance related issues etc., support engineer shall be deployed to BHEL Trichy for solution.		
9	Onsite support engineer deployed during critical circumstances shall be assisted by Technical consultancy group at the backend.		
10	Provide fixes/patches on the specific hardware platform.		
11	Work with BHEL Trichy system administrators to ensure that the associated hardware resources allocated to the Web server perform optimally.		
12	Assistance for improvement and maintenance of the Web servers to include rollout and upgrades		
13	No Deviation certificate		
14	Non-Disclosure Agreement (NDA)		
15	Certificate from OEM (IBM) for this Tender		

(* Noncompliance of above will lead to technical rejection)

Annexure-IV

No Deviation Certificate

(To be given in bidder's letter head)

This is to certify that our offer is exactly in line with your tender enquiry no. _____ dated _____. this is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed by:

Name : _____

Designation : _____

Organization : _____

Place & Date : _____

Phone/Fax & Mobile/ E-Mail : _____

Signature with seal : _____

ANNEXURE: A

A. VENDOR DETAILS

SL NO	DESCRIPTION	TO BE FILLED BY VENDOR
1	VENDOR NAME	
2	TELE, MOBILE NO	
3	FIRM MAIL ID	
4	CONTACT PERSON	
5	OFFICE ADDRESS	
6	ORIGIN OF DISPATCH	
7	PAN NO	
8	GSTIN NO	

B. COMMERCIAL TERMS

SL NO	DESCRIPTION	Option	To be filled by Vendor
1	DELIVERY TERM : F.O.R BHEL STORES, TRICHY (mandatory)	ACCEPTED / NOT ACCEPTED	
2	PAYMENT TERMS For Non-MSE Bidders: within 90 days from the CRAC date.	ACCEPTED / NOT ACCEPTED	
	Medium Enterprises: within 60 Days from the CRAC date.	ACCEPTED / NOT ACCEPTED	
	MSE suppliers: within 45 days from the CRAC date.	ACCEPTED / NOT ACCEPTED	
	(In case of MSME, the bidder shall be a manufacturer of the quoted items and to submit Udyam registration certificate).		
Note: Any deviation in the above payment terms, will not be accepted and offer will not be considered.			
3	OFFER VALIDITY : 120 days minimum from techno commercial bid opening.	ACCEPTED / NOT ACCEPTED	
4	DELIVERY SCHEDULE	ACCEPTED / NOT ACCEPTED	
5	LD CLAUSE : As per GeM guidelines	ACCEPTED / NOT ACCEPTED	
6	FIRM PRICE: The quoted / finalised rates shall be Firm till execution of the supplies.	ACCEPTED / NOT ACCEPTED	
7	GUARANTEE / WARRANTY Period :	ACCEPTED / NOT ACCEPTED	
8	GST %	IN PERCENTAGE	
8	HSN /SAC CODE for all the items	QUOTED / NOT QUOTED	

9	MSE VENDOR (for indigenous suppliers only)	YES / NO	
10	If MSME VENDOR - Are you a manufacturer for this tender items? (Manufacturers only eligible for MSME benefit)	YES / NO	
11	PROOF FOR MSE VENDORS (UDYAM REGISTRATION CERTIFICATE ONLY TO BE SUBMITTED	ATTACHED / NOT ATTACHED	
12	I have thoroughly gone through the technical specifications, PQC & GeM Bid documents and understood the above techno commercial requirements and quoted accordingly.	Accepted Unconditionally / Accepted with Deviation (Deviation to be mentioned)	

Vendor Seal /Sign

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. 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) (VENDOR CODE) 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,

2. 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.

3. 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. _____.

4. 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.

5. 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.

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

7. We.....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 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.

8. 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.

9. 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.

10. 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

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

13. 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 before (minimum 3 to 6 months from the expiry date ⁸ 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.

14. 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.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

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