



Bid Number: GEM/2022/B/2694125

Dated: 02-11-2022

**Bid Document**

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	12-11-2022 09:00:00
<b>Bid Opening Date/Time</b>	12-11-2022 09:30:00
<b>Bid Offer Validity (From End Date)</b>	90 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Bharat Heavy Electricals Limited (bhel)
<b>Office Name</b>	10360010-pe&sd Hyderabad
<b>Total Quantity</b>	1
<b>Item Category</b>	SUPPLY OF GLASS FLAKE LINING MATERIAL AND E&C FOR FGD TANKS FOR BHUSAWAL PROJECT (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>90</b> 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)
<b>Evaluation Method</b>	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.

**Reserved for Make In India products**

Reserved for Make In India products	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue

**SUPPLY OF GLASS FLAKE LINING MATERIAL AND E&C FOR FGD TANKS FOR BHUSAWAL PROJECT ( 1 set )****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Rajesh Kumar Das	425201,MSEB, Deepnagar, Near Ordnance Factory, Bhusawal, Deepnagar	1	365

**Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 15 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

**3. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**4. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

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.

6. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

7. **Generic**

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

8. **Generic**

**Shelf Life:** The Product to be supplied must have minimum AS PER TENDER SPECIFICATION Shelf Life. On the date of supply, minimum AS PER TENDER SPECIFICATION usable shelf life should be available / balance.

9. **Generic**

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.

10. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: AS PER TENDER SPECIFICATION.

11. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. **Generic**

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.

### 13. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

### 14. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

### 15. **Certificates**

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.

### 16. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

### 17. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

### 18. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ONLINE. QUERIES TO BE POSTED AT [KVENKATESH@BHEL.IN](mailto:KVENKATESH@BHEL.IN)

1. ALL DOCUMENTS AS PER PQC SHALL BE SUBMITTED. BIDDER OFFER IS SUBJECT TO END CUSTOMER APPROVAL. CREDENTIALS AS SOUGHT BY CUSTOMER SHALL BE SUBMITTED BY BIDDER. FOLLOWING DOCUMENTS SHALL BE SUBMITTED AS A PART OF credentials to be submitted to end customer for approval.

- a. PAN
- b. GST

- c. PF CERTIFICATE
  - d. ESIC CERTIFICATE
  - e. CERTIFICATE OF INCORPORATION
  - f. AUDITED FINANCIAL STATEMENTS FOR LAST THREE FINANCIAL YEARS
  - g. CATALOGS
  - h. BHEL POs for the similar items of this enquiry
  - i. PO Copies with end user certificates (credentials)
  - j. POs list.
  - k. Filled in signed and stamped Annexure-A Proforma\_vendor approval\_Mahagenco (enclosed).
2. Further as per price bid format, there may be BOQ variation during ordering stage or post order, BHEL shall furnish the BHEL PO (if quantity is increased/ decreased during orderings stage which shall be final and binding). Further for post order increase/decrease of quantity, BHEL shall furnish the amended PO on account of BOQ variation (IF ANY) in terms of price and delivery period (as applicable). GEM amended PO shall not be released, however all the terms and conditions of the GEM shall be applicable for the BHEL amended PO also.
3. The amount of GST shall be paid to the vendor only upon confirmation of the following:
- a) Receipt of original Tax Invoice strictly as per the format prescribed under the relevant applicable GST law.
  - b) Vendor/ contractor declaring such invoice in GSTR 1/GST-ANX-1 as per the relevant GST Act
  - c) The tax component charged by the vendor in the invoice should match with the details uploaded by vendor in GSTR 1/GST-ANX-2
  - d) Confirmation of payment of GST thereon by bidder on GSTN Portal
  - e) Ensuring availability of input credit to BHEL
4. BIDDER SHALL SUBMIT ALL THE DOCUMENTS SATISFYING PQC CRITERIA
5. IF BIDDER IS A MSME VENDOR AND WANTS TO AVAIL MSME BENEFITS, THEN BIDDER HAS TO SUBMIT UDYAM REGISTRATION CERTIFICATE ALONG WITH THE BID ONLY. POST PO PLACEMENT, IF VENDOR SUBMITS UDYAM REGISTRATION CERTIFICATE, THE SAME SHALL NOT BE CONSIDERED. FURTHER MSME BENEFITS AS PER BHEL POLICY SHALL BE PROVIDED TO BIDDER.
6. BIDDER SHALL OFFER THE MATERIALS FOR INSPECTION STRICTLY AS PER ENCLOSED QAP.
7. PARTIAL BIDS IS NOT ACCEPTED. BIDDER TO QUOTE ALL THE ITEMS. BIDDER TO QUOTE ONLY ONE LUMP SUM PRICE. PRICE OF THE ITEMS SHALL BE DERIVED FROM THE QUOTED LUMP SUM PRICE (REFER NOTES OF THE PRICE BID).
8. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**9. Payment:**

### **9.1 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE):**

- a. Eighty-five percent (85%) of basic price of materials supplied, as per approved billing schedule, and 100% of Packing & Forwarding, Freight, and Transit Insurance (if applicable) supplied as per PO (and/or approved billing schedule), shall be payable on receipt of material at site on pro-rata basis on submission of each of the following:
  - a. acknowledged LR/Proof of Delivery copy duly signed by BHEL site/customer with clear date of receipt of material at site.
  - b. Other documents listed at Cl. 6.7
- b. Fifteen percent (15%) of the basic price of materials supplied will be retained as security deposit which will be released as below:
  - a. Five percent (5%) of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.
  - b. Final Ten percent (10%) of the total basic price shall be released after:
    - § completion of all supplies of the contract
    - § successful completion of erection and commissioning
    - § successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract
    - § and on submission of Documents listed at Cl. 6.7

NOTE: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from E&C completion for reasons not attributable to the vendor, then last 10% payment will be released on submission of all other documents as defined above and submission of Bank Guarantee of an equivalent amount, valid till completion of the contractual obligation. However, PBG for contract shall be released only after completion of contractual obligations.

### **9.2 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES:**

- 9.2.1 Eighty percent (80%) payment of basic value on pro-rata basis for the work completed, as per approved billing schedule, shall be released on submission of protocols, duly signed by BHEL Site/ Owner, and on submission of other documents specified in the contract, on monthly basis.
- 9.2.2 Ten percent (10%) of the total basic value shall be released on successful commissioning of the complete system/ package and on submission of other documents specified in the contract.
- 9.2.3 Final Ten percent (10%) of the total basic value shall be released on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable and submission of Performance bank guarantee.

NOTE: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from E&C completion for reasons not attributable to the vendor, then last 10% payment under clause 9.2.3 will be released against Bank Guarantee of an equivalent amount, valid for 12 months, provided other conditions of the contract are complied with. (This bank guarantee will be in addition to Contract Performance Bank Guarantee for 5% of the contract value excluding taxes, duties and freight).

### **9.3 Release of payment:**

For every stage payment mentioned herein above, the bidders shall submit a claim/invoice on BHEL along with all the respective relevant supporting documents mentioned hereinabove or elsewhere. The payment shall be released within 90 Days (for MSEs (Micro & Small enterprises) - Payment shall be done in 45 days, for Medium enterprises - payment shall be done in 60 days) from the Date of creation of CRAC and CRAC shall be made within 10 days from the date of receipt of consignment of Goods and after receipt of all invoice documents (original + Xerox of Invoice, LR, Material receipt certificate (only Xerox and original shall be furnished immediately), All Inspection documents, Delivery note/challan, packing list, Guarantee certificate etc.) at BHEL-Hyderabad. CRAC record date shall be

later of the following cases:

- a. Date of receipt of goods at site/ ~~DATE OF FINAL INSPECTION~~
- b. Date of Invoice documents (original + Xerox) received at BHEL –Hyderabad OFFICE.

HOWEVER FOR GST PAYMENT, PL REFER POINT AT SL.NO 2 ABOVE

**9.4 DOCUMENTS to be submitted for processing payments:**

DOCUMENTS TO BE SUBMITTED BY VENDOR

**9.4.1 FOR RECOGNITION OF DISPATCH**

Copy of the following documents to be submitted by the vendor to the Purchase Officer by e-mail immediately on movement of the goods:

- a) GST compliant Invoice
- b) Consignee copy of LR / Courier Slip/ Bill of Lading or AWB for foreign vendor
- c) Packing List (indicating No. of boxes, packing size, gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately)
- d) Insurance Intimation to underwriter through email/fax
- e) E-way bill

Softcopies of the above documents shall be mailed to the concerned purchase officer of BHEL within the same calendar month of dispatch of Goods else penalty shall be levied as per the GST act.

**9.4.2 For Claiming Initial Payments (by Indian Vendors):**

- a. GST compliant Invoice ( 2 sets of Originals )
- b. Consignee copy of LR / Courier Slip (in original)
- c. Copy of Receipted LR (signed & stamped by BHEL site/customer with clear date of receipt of material at site.)/ confirmation from site regarding receipt of packages/ Boxes original
- d. Copy or Bill of lading/ AWB for foreign vendors.
- e. Packing List (indicating No. of boxes, packing size, gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately)
- f. PVC Calculation and copy of all applicable indices, if PVC applicable
- g. MDCC from BHEL/ Customer
- h. Guarantee Certificate
- i. Contract performance Bank guarantee, if applicable
- j. CQIR / Inspection Reports
- k. Duty drawback documents, if applicable.
- l. Any other documents as mentioned in SCC/Dispatch instructions (DI)

**9.4.3 For Claiming Final Payment:**

- a. Commercial Invoice for 10% value- Original + 1 copy
- b. Copy of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser
- c. Certificate of submission of all final documentation duly certified by purchaser's Engineering department
- d. Proof of submission of PBG (IF applicable)
- e. Clearance letter for final payment duly certified by purchaser's commercial/project department
- f. No Claim Certificate (full and final payment for the contract)
- g. TCS certificate of vendor.

NOTE: Any negative PVC, balance recoverable if any, balance recoverable penalty, etc. if not adjusted in earlier payments, will be adjusted at the time of final payment

**9.4.4 For Claiming Payment of Services (under clause 9.2):**

- a. GST compliant Invoice (2 sets of Originals )
- b. Certificate of completion of the service duly certified by site engineer/Owner

Other documents specified hereinabove or elsewhere in the contract

10. Delivery period indicated in the tender documents includes the approval of Drawings/ QAP / Inspection, delivery period etc and following timelines:
  - a. Days considered for drawing approvals by Engineering – As per tender specification.
  - b. Whether customer approval is required for drawing approval. – As per tender specification.
  - c. If 7e is yes, No of days considered for Customer approval. – three weeks.
  - d. Time period considered for QAP approval by BHEL. – As per tender specification.
  - e. Time period considered for QAP approval by Customer As per tender specification.
  - f. Time period considered from IRN/CQIR to MDCC- – three weeks.
  - g. Time period of delivery from the date of MDCC. – 2 days.
11. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the
12. Ordering quantity Tolerance - + / - 20% each item wise of tendered quantity or as mentioned in the technical specification. If ordering quantity is mentioned in the technical specification, the same is binding. Further BHEL will place the Purchase order/amend BHEL PO for the quantity variation during the order execution which is binding on Bidder and deviation on the same is strictly not acceptable.
13. L1 will be for each item based on the evaluated price against each item required in the tender and not on total price.
14. Terms and conditions mentioned in "Buyer Uploaded ATC document are applicable for this tender"
15. All other terms and conditions of latest GeM GTC are applicable for this tender.
16. **CONTRACT PERFORMANCE BANK GUARANTEE (CPBG) :**

16.1.1 Bank Guarantee is required to be submitted.

16.1.2 The vendor shall submit Contract Performance Bank Guarantee (enclosed) for five percent (5%) of Supply Order value and E&C /Civil value (including value of spares excluding taxes, duties & freight) within thirty (30) days from placement of order OR before first submission of documents for payment. In the event of non-receipt of the bank guarantee, the order is liable to be cancelled at the discretion of BHEL. In case PO is not cancelled and in absence of a valid bank guarantee, the equivalent amount of the BG shall be recovered from payment due to the Seller/ Contractor, before releasing any payment, which shall be refunded on completion of supplies or on submission of required BG.

16.1.3 In case of turnkey packages, separate BGs shall be submitted for Supply portion & Service (E&C and /or Civil) portion.

16.1.4 Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to ten percent (10%). Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.

16.1.5 Validity of the Bank Guarantee shall be initially for the entire original contract period plus six months claim period and extended till completion of supplies, plus three months claim period.

16.1.6 Purchaser reserves the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller/ Contractor in fulfilment of performance of the Order/ Contract OR in the event GST credit is delayed / denied to BHEL due to non/delayed receipt of goods and / or tax invoice or expiry to timeline prescribed in the relevant act for availing such Input Tax Credit or any other reasons not attributable to BHEL

16.1.7 Seller/ contractor shall be required to submit additional Bank Guarantee and claim for release of the relevant milestone payment mentioned at Terms of Payment. seller/contractor may opt to extend the existing BG to cover the entire guarantee period OR submit a new BG. Validity of the Bank Guarantee shall be for the entire guarantee period plus six months claim period. Purchaser reserves the right to encash the Bank Guarantee and forfeit the amount in the event of any breach of guarantee conditions. The release of payment shall be at the discretion of buyer.

16.1.8 Validity of bank guarantee shall be extended one month prior to its expiry if required to meet the contractual conditions.

16.1.9 Bank Guarantees shall be from Consortium Bank as per list and directives on [www.bhel.com](http://www.bhel.com).

16.1.10 In case of private sector banks, a clause is to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in Hyderabad and in case of turnkey packages, at any branch of the bank located in the Head Quarter of PO issuing agency.

## **16.2 PERFORMANCE BANK GUARANTEE (PBG)**

16.2.1 The vendor shall submit Performance Bank Guarantee (enclosed) for five percent (5%) of Supply Order value (including value of spares excluding taxes, duties & freight) and in case of turnkey packages, five percent (5%) of Supply order value and E&C/Civil value (including value of spares excluding taxes, duties & freight).

16.2.2 In case of turnkey packages, separate BGs shall be submitted for Supply portion & Service (E&C/Civil) portion.

16.2.3 Submission of this Bank Guarantee shall be a pre-condition for release of the relevant milestone payment mentioned at Terms of Payment.

16.2.4 Validity of the Bank Guarantee shall be for the entire Guarantee period plus six months claim period.

16.2.5 Purchaser reserves the right to encash the Bank Guarantee and forfeit the amount in the event of any breach of guarantee conditions.

16.2.6 Bank Guarantees shall be from Consortium Bank as per list and directives on [www.bhel.com](http://www.bhel.com).

16.2.7 In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in the Hyderabad and in case of turnkey packages, at any branch of the bank located in the Head Quarter of PO issuing agency.

17. If any tender clauses are contradicting, stringent of those shall be considered or bidder should highlight the same before bid submission. post technical bid opening, BHEL interpretation shall be considered final.

## **18. RESTRICTION ON BIDDERS FROM COUNTRIES SHARING LAND BORDER WITH INDIA:**

1. 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.
2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this clause (Cl. 26.0) means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls

under any of the above.

4. The beneficial owner for the purpose of (Cl. J.3) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation:
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

## **19. OTHER ADDITIONAL POINTS**

1. Scope of unloading - Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior dispatch clearance shall be obtained from respective site
2. Quoted rate shall include transportation to site. Responsibility of delivering material to the project site lies with the vendor. Necessary other statutory compliance, certifications, permits etc. are in the scope of vendor.
  3. Manufacturer's Material Test Certificates (3 copies or more, if required) are to be furnished.
4. Material Warrantee - Free replacement of whole material in case of notification of defect within the periods of one year from TC/Invoice date, whichever is later.
5. Defective material replacement - Supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within one month from notification of defect.
6. Ordering quantity Tolerance - + / - 20% each item wise of tendered quantity.
7. BHEL will attend inspection within 3 days of inspection date raised in the CQIR portal.

8. At site, for truck unloading, a maximum of 7 days shall be considered by Bidder.
9. BHEL HAS THE RIGHT TO ALTER THE QUANTITY OF SET (+-20% ON INDIVIDUAL ITEM WISE BASIS AND OVERALL BASIS) DURING THE ORDER PLACEMENT AND IS BINDING ON THE BIDDER.
20. If no deviation is observed in the part-1 offer of the quoting bidder, it will be treated as deemed acceptance to all the terms and condition of the GeM enquiry.
21. End customer has specified some approved suppliers also, Any bidder may write to [kvenkatesh@bhel.in](mailto:kvenkatesh@bhel.in), to know whether they are already approved. APPROVED sub vendor MAKES ARE PART OF TENDER DOCUMENT
22. Known probable sources will receive an email notification for submitting quotation.

**B. GST Payment Term:** The GST amount of the vendor invoices (after dispatches for payment) will be paid by BHEL to vendor only after it is available to BHEL for taking GST credit in GST portal.

**C. SCOPE:** Bidder shall quote prices including basic price, Packing forwarding, Freight and GST in enquiry in GeM portal. **Transit insurance are in scope of BHEL.**

**D. Delivery Period:** The calculation of Delivery period mentioned in the Bidding document is from GeM contract date up to DATE OF FINAL MATERIAL RECEIPT AT SITE. The total duration of the order (Supply and E&C) shall not be more than one year after the placement of order i.e delivery date shall be one year from date of PO to material receipt at site & erection and commissioning, demonstration of functional tests. However detailed delivery schedule is given below.

- i. The **supply** and E&C to be carried out in a maximum of 3 Lots/Visits based on the completion/readiness of the tanks/sumps in site. The Demobilization /Remobilization of the team along with the scaffolding and Safe storage of the material /equipment to be considered accordingly.
- ii. Delivery period for supply of material for each lot shall be four months from the date of intimation to vendor by BHEL and erection commissioning shall be completed within 6 months from the date of intimation to vendor by BHEL. Hence for example: if BHEL gives clearance for supply of last lot in the 10<sup>th</sup> month from the date of PO, then the supply shall be 4 months and E&C shall be 6 months from the date of clearance (i.e 10<sup>th</sup> month from the date of PO).

**E. PQC (Pre-Qualification Criteria): As mention in GEM technical specification/bidding document**

**F.** Bidder has to submit copies GSTIN registration, PAN card etc as applicable.

**G. QAP Approval modalities:** After PO placement, Successful L-1 Vendor has to fill all detail as per attached customer QAP in our format and submit to us for final approval from BHEL and Customer. Formats and customer QAP are available in the GEM bid document

**H. Payment Zero date:** The (PRC in GeM) Provisional receipt certificate shall be issued/considered only after receipt of all the necessary dispatch documents along with site ack LR at buyer Office

The payment (basic excluding GST) will be done within specified time period as per GeM GTC from the date of PRC and CRAC. Zero date shall be the date receipt of last document out of the following: 1) Dispatch documents hard copies, 2) scanned copy of site ack LR/ ~~final CQR report~~

**I. Default/ Breach of contract, Insolvency, and Risk & Cost Purchase**

G.1	<p>If Seller/ Contractor</p> <ul style="list-style-type: none"> <li>§ fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or</li> <li>§ delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or</li> <li>§ withdraws his offer after the part two bid opening (Price bid opening) or</li> <li>§ at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or</li> <li>§ is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or</li> <li>§ commits any breach of Order/ Contract not herein specifically provided for or</li> <li>§ in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or</li> <li>§ make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause.</li> </ul> <p>The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.</p> <p>Risk &amp; Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <ul style="list-style-type: none"> <li>i. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.</li> <li>iv. Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier.</li> <li>v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>§ Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</li> </ul>
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G.2	<p><b>Risk and Cost against Balance Work</b></p> <p>Risk &amp; Cost Amount= <b>[(A-B) + (A x H/100)]</b></p> <p>Where,</p> <p><b>A</b>= Value of Balance scope of Work/ Supply (*) as per rates of new contract</p> <p><b>B</b>= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.</p> <p><b>H = Overhead Factor to be taken as 5</b></p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p><b>*(Balance scope of work/ supply)</b> Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.</p> <p>LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work/supply" is given below.</p> <p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1</p> <p>ii) Let the value of executed work/supply till the time of termination of contract= X</p> <p>iii) Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>iv) Delay in executed work/supply attributable to contractor/supplier i.e. T2=(1-X/Y)x T1</p> <p>v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.</p> <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
G.3	<p><b>Recovery from Supplier</b></p> <p>Recoveries from contractor/ supplier on whom risk &amp; cost has been invoked shall be made from the following:</p> <ol style="list-style-type: none"> <li>Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.</li> <li>Dues payable to contractor/ supplier against other contracts in the same Region/Unit/ Division of BHEL.</li> <li>Dues payable to contractor/ supplier against other contracts in the different Region/Unit/ division of BHEL</li> <li>Legal Options for recovery of dues payable by the supplier/ contractor.</li> </ol>

**PROFORMA OF BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT/CPBG)**

In consideration of the Bharat Heavy Electricals Limited<sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at

\_\_\_\_\_ through its Unit at.....(name of the Unit) having agreed to exempt ( Name of the Vendor / Contractor / Supplier) having its registered office at\_\_\_\_\_

<sup>2</sup> (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)<sup>4</sup> (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_<sup>5</sup> (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_(address of the head Office) (hereinafter referred to as the Bank) at the request of \_\_\_\_\_ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, \_\_\_\_\_ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding 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 relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_<sup>6</sup> office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup>, we shall be

discharged from all the liability under this guarantee thereafter.

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

have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 8

b) This Guarantee shall be valid up to ..... 9

c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Date \_\_\_\_\_ Day of \_\_\_\_\_

For           (indicate the name of the Bank)          

(Signature of Authorised signatory)

\* This date to be indicated should not be earlier than 60 days after the date contemplated under the Contract.

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

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

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

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

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

<sup>6</sup> VALIDITY DATE

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

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

<sup>9</sup> VALIDITY DATE

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

**Note:**

**1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

**2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

**b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

-

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited<sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> (Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having

agreed to provide a Contract Performance 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 a maximum amount Rs ----- ( Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the .....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 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.

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 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 Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....<sup>6</sup> 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 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 the .....<sup>7</sup> 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..... <sup>8</sup>
- b) This Guarantee shall be valid up to ..... <sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ 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.....

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

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

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

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

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

<sup>6</sup> VALIDITY DATE

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

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

<sup>9</sup> VALIDITY DATE

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

**Note:**

**1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

**2. 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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

**b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

**19. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**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---**