



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No. AA: GAX: 24: PR: 3108
Date: 11-07-2024

Submission of tender on 13-07-2024 latest by 15:00 Hrs.
Due date for opening on 13-07-2024 at 15:30 Hrs.

Sub: Single Tender for Upgradation of Alcatel Omni-PCX office-communication system installed at BHEL House.

Offer from M/s Nebula Informatique Pvt. Ltd in single part part, for entering into **Upgradation of Alcatel Omni-PCX office-communication system installed at BHEL House, Sirifort, New Delhi** is invited. Please submit your competitive bid subject to acceptance of our terms and conditions mentioned below.

Duly filled tender shall be submitted to BHEL, Corporate Office, Siri Fort, New Delhi-110049 at the tender box placed at Gate No. 3 reception area. The tender is also acceptable before stipulated time through email/hard copy. Also, to save processing time, the tender shall be opened as & when received.

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BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website to keep themselves updated. Any clarification regarding NIT, if required, should be sought from the undersigned before the tender due date.

For & on behalf of BHEL



Vikrant Kumar
11.07.2024

Vikrant Kumar
SR. Manager (HR-GAX & ISMG)
* BHEL House, Siri Fort, New Delhi-49
Off: 011 66337438 / +91 9759669400
Email: vikrantk@bhel.in



TERMS & CONDITIONS

1. Delayed / late quotations are liable to be rejected.
2. The bidder is advised to study complete tender document carefully. It is understood that the bidder participating against this tender has accepted all terms and conditions. No deviation wrt any clause shall be acceptable to BHEL. Further, it is also understood that the Bid submitted by bidder complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions. Cutting / overwriting in the rates quoted should be avoided. However, if any, should be countersigned.
3. **Delivery Timeline:** The bidder is required to supply & Install the requisite system within 07 days from the date of Purchase order.
4. **Warranty:** Warranty of the offered product(s) shall be for a period of 1 year or more as offered by OEM.
5. **Validity of Contract:** The contract will be valid for the period of 03 months from the date of award of work.
6. **Security Deposit:** The security deposit shall be 5% of the total contract value. The vendor must deposit the required amount of security within 15 days from the date of issue of order. The amount of security deposit will be collected in the following form.
 - i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - vi. Insurance Surety Bonds

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)



H. K. Jaiswal



At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

7. **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded/released to the Contractor only after successful completion of Rate Contract & complying all the contractual obligations as mentioned in the contract.
8. **Bidding Process:** BHEL shall be resorting to conventional price bid mechanism for finalization of this tender.
9. **Scope of Work:** The following items are required to be delivered & installed at Corp. Office, BHEL House, Siri Fort, New Delhi-49

S. No.	Description	Qty.
1	Migration of Existing Alcatel PABX CPU with Cabinet to latest release and 150w cabinet • SIP PRI (30 Channels) • APA 8 Card (03) • Software license upgrade (50 UTL)	1
2	Alcatel 30H Hybrid Digital/IP, 2x5 programmable keys, colour screen, • 10 Soft Shortcut keys • Headset plug with presence detection • Alphabetical Key board-Optional • 4-Direction Navigator • Hands Free, Mute key, Redial key, • Direct access to mail box • Headset plug with presence diction • 40 programmable keys	7
3	Alcatel 20H Hybrid Digital/IP, 2x3 programmable keys, backlit screen, USB a/c	4
4	MDF 50 Pair	1
5	Installation and Commissioning	1
6	Buyback	
	Less Buy Back of CPU with Cabinet	1
	Less Buy back of Digital Phone-4039	11





10. Composition of Bids:

Bidder is requested to quote in single part bid system by submitting techno-commercial as well as price bid at the same time.

Bids shall be dropped in Tender Box, Gate 3 Reception Area at BHEL House, Siri Fort, New Delhi-110049 on or before the due date & time. The tender is also acceptable before stipulated time through email/hard copy. Also, to save processing time, the tender shall be opened as & when received

Single Part Bid System: The Bidder shall submit all the documents required in in the tender along with the price bid.

11. Evaluation criteria:

- 11.1 BHEL shall carry out detailed evaluation of the bids to determine that the requirements set forth in the bid specifications are met. BHEL may accept or reject the deviations sought by the bidder (s) & may load the bids for price for accepting the deviation.
- 11.2 Based upon the evaluation, BHEL shall determine the techno-commercially acceptable bidders. BHEL reserves the right to reject any bid without assigning any reason.
- 11.3 Price bid opening shall be in respect of techno-commercially acceptable bidders only. The evaluation criteria shall be lowest quote arrived on "Grand Total (excluding GST)" (refer **Annexure A – Price Bid Format**). The rate contract shall be awarded to the concerned party at the overall L-1 amount i.e. "**Grand Total (excluding GST)**".
- 11.4 In case of any arithmetical error(s)/mismatch in quoted price in figures and words in the price bid the higher unit rate will be considered for evaluation and lower unit rate will be considered for ordering.
- 11.5 Suppliers are required to submit their best price bid in a separate sealed cover along with techno-commercial bid. After Evaluation of Techno-Commercial Bids: The envelope sealed price bids of all techno commercially qualified bidders will be opened and processed as per tender terms & conditions.
- 11.6 Tie: In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

12. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of Part-I bid and 60 days from the date of opening Part-II bid.



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13. Payments Terms:

- a) Payment shall only be made after supply & installation of acceptable material (as per stated specification) to BHEL. No other payment term shall be acceptable to BHEL.
- b) Bill complete in all respect along with all the requisite documents submitted by the Contractor will be paid within 45 Days for MSEs, 60 days For Medium Enterprises, 90 days for Non MSME of its receipt. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor
- c) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- d) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

14. Penalty Terms:

- a) Penalty charges shall be imposed for delay in completion of work (SITC) delayed @ half percent (0.5%) for every week of delay or part thereof, subjected to a maximum of 10% of the Order value without BHEL being required to establish and prove the actual loss/damage suffered by BHEL on account of such delay.
- b) The total penalty amount shall not exceed 10% of the contract value.

15. Taxes and Duties:

- a) Contractor shall submit tax compliant invoice containing all the particulars as stipulated under statutory invoice rules. Payment shall be made to the contractor only after submission of the said tax compliant invoice. For bidders charging GST, the successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services enabling BHEL for GST input tax credit.
- b) For bidders charging GST, BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the contractor along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.



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- f) Invoice submitted should be in the format as specified under relevant statutory laws viz. all details as mentioned in invoice rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- g) For bidders charging GST, the contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule (if applicable).

16. **ARBITRATION**

- a) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.



- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for

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arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

17. **JURISDICTION OF COURT**

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

18. **BREACH OF CONTRACT AND TERMINATION:** Following cases shall be considered as terms of breach of contract.

- a) 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.
- b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- c) 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.
- d) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. If at any time the service provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, to



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terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

- e) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- f) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Recovery in case of Breach of Contract

In case of breach of contract, 10% of the contract value shall be recovered from the contractor. The recovery shall be made from Security Deposit (if any)/ Retention Money (if any)/ available bills in the unit pacing P.O. In case 10% amount is not recovered from these instruments the balance amount shall be recovered from the bills available in any of the BHEL unit(s)/Division(s).

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure etc., shall be applied as per provisions of contract

- 19. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- 20. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
- 21. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection
- 22. The offers of the bidder who are under suspension and also the offers of the bidder, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.



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Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

23. The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice
24. **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
25. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will be valid for a period of two years from the date of commencement of contract. However, the same can be extended mutually for a period of three months on the same rates, terms & conditions. However, this Agreement shall be liable for termination or foreclosure (as the case may be) earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any amount becoming due under this agreement.



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Documents Required

2.1 Documents Requirement:

- a) The bidder should have PAN (Permanent Account number).
- b) The bidder shall be in complete acceptance of all tender terms & conditions.
- c) No Deviation Certificate i.e. Annexure B

2.2 Documents to be submitted against Requirement:

- a) Copy of **PAN Card** duly signed and stamped by the bidder.
- b) Tender document along with all Annexures duly filled signed and stamped.
- c) Duly filled signed and stamped no Deviation Certificate i.e. Annexure B



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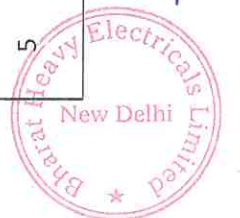
Annexure A

Tender No. AA: GAX: 24: PR: 3108

Date: 11-07-2024

Price Bid Format

S. No.	Description	Qty.	Unit Rate in Figures	Unit Rate in Words	Amount
1	Migration of Existing Alcatel PABX CPU with Cabinet to latest release and 150w cabinet • SIP PRI (30 Channels) • APA 8 Card (03) • Software license upgrade (50 UTL)	1			To be Calculated by BHEL
2	Alcatel 30H Hybrid Digital/IP, 2x5 programmable keys, colour screen, • 10 Soft Shortcut keys • Headset plug with presence detection • Alphabetical Key board-Optional • 4-Direction Navigator • Hands Free, Mute key, Redial key. • Direct access to mail box • Headset plug with presence diction • 40 programmable keys	7			To be Calculated by BHEL
3	Alcatel 20H Hybrid Digital/IP, 2x3 programmable keys, backlit screen, USB a/c	4			To be Calculated by BHEL
4	MDF 50 Pair	1			To be Calculated by BHEL
5	Installation and Commissioning	1			To be Calculated by BHEL



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6	Sub-total of sl. no 1 to 05		To Be calculated by BHEL	To be Calculated by BHEL
7	Less Buy Back of CPU with Cabinet	1		To be Calculated by BHEL
8	Less Buy back of Digital Phone-4039	11		To be Calculated by BHEL
9	Sub-total of sl. no 07 to 08		To Be calculated by BHEL	To be Calculated by BHEL
10	Amount Arrived after adjusting Buy-back cost		To Be calculated by BHEL	To be Calculated by BHEL
11	Applicable GST on Sl no 10 above			To be Calculated by BHEL
12	Grand Total including GST		To Be calculated by BHEL	To be Calculated by BHEL



Signature
With Name, designation & seal of the firm



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Annexure B

Tender No. AA: GAX: 24: PR: 3108

Date: 11-07-2024

No Deviation Certificate

(To be submitted along with Part-I Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:

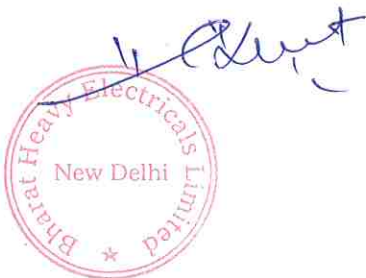
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- 2.
- 3.

NOTE:

1. In case of no deviation, "NIL" is to be indicated in this format.
2. BHEL reserves the right to reject the offer without assigning any reason.

I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. **AA: GAX: 24: PR: 3108 dated 11-07-2024**. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With Name, designation & seal of the firm





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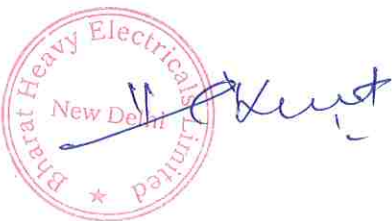
Annexure-C

Tender No. AA: GAX: 24: PR: 3108

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Contact Detail

Sl. No.	Description	Details (to be filled by bidder)
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile No. of Contact Person	
5	Land Line No., if any	
6	FAX No., if any	
7	E-mail ID of the bidder	
8	PAN No.	
9	GST No.	



Signature
With Name, designation & seal of the firm



Annexure-D

Tender No. AA: GAX: 24: PR: 3108

Date: 11-07-2024

SECURITY DEPOSIT BANK GUARANTEE

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.....⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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





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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.



[Handwritten signature]



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors.**
- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

Signature
With Name, designation & seal of the firm

