



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender No. AA: GAX: 20: MA: 103

Date: 05-03-2021

Submission of tender on 15-03-2021 latest by 15:00 Hrs.

Due date for opening on 15-03-2021 at 15:30 Hrs.

Sub: Open Tender for Rate Contract for Binding of A4, A3 Papers at BHEL Corporate Office, New Delhi

We are pleased to invite offers, in two part, for entering into **Rate Contract for Binding of A4, A3 Papers at BHEL Corporate Office for a period of Two years**. Please submit your competitive bid subject to acceptance of our terms and conditions mentioned below. Your offer should reach us on or before the due date at the office of the undersigned. The bid shall be dropped in the Tender Box placed at Gate 3 Reception Area, BHEL House, Siri Fort, New Delhi – 110049.

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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


05.03.2021

(Vikrant Kumar)

Dy. Manager (HR-GAX & ISMG)

BHEL House, Siri Fort, New Delhi-49

Off: 011 66337438 / +91 9759669400

Email: vikrantk@bhel.in





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Bharat Heavy Electricals Limited

Annexure- 1

Tender No. AA: GAX: 20: MA: 103

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TERMS & CONDITIONS

1. Enquiry no. & due date must be legibly super-scribed on the envelope.
2. Delayed / late quotations are liable to be rejected.
3. **Validity of Contract:** The contract will be valid for the period of 24 months (02 Years) from the date of award of work. The contract can be extended further for the period of 03 months from the date of expiry of 2 years contract on the same rates, terms & conditions, if mutually agreed in writing.
4. BHEL reserves the right to increase or decrease the quantity of each item up to 30 % from the contracted quantity.
5. **EMD** of ₹ 4200.00 is to be furnished along with Part-I Bid.
 - 5.1 EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT (Pre-qualification bid / PART-I). Every bid must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
 - i) Each tenderer, participating in the tender, has to deposit/furnish EMD of ₹ 4200.00 in the following forms (along with the offer) in full:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening);
 - b) Banker's cheque/ Pay order/ Demand draft, **in favour of BHEL** (along with offer), **payable at New Delhi;**
 - c) Electronic Fund Transfer credited in BHEL account (before tender opening).

BANK NAME:	KOTAK MAHINDRA BANK
ADDRESS:	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G. MARG, NEW DELHI-1
IFSC:	KKBK0000172
CA NO.:	9011196535
BANK ACCOUNT NAME:	BHARAT HEAVY ELECTRICALS LTD.

- d) Fixed Deposit Receipt (FDR) issued by scheduled bank / Public Financial Institutions as defined in Companies Act (FDR should be in name of the Contractor, a/c BHEL)



BHEL HOUSE, Siri Fort, New Delhi – 110 049



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In addition to the above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

- ii) EMD in any other forms/modes except the forms/modes mentioned above will lead to the rejection of bid i.e. No other form of EMD remittance shall be acceptable to BHEL.

5.2 EMD by the tenderer will be forfeited, if:

- After opening the bid and within the offer validity period, the tenderer revokes his offer or makes any modification in his bid which is not acceptable to BHEL.
- The Contractor fails to deposit the required Security Deposit or to commence the work within the period as per LOI/ Contract.
- EMD by the tenderer shall be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

5.3 EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days from award of contract.

5.4 EMD shall not carry any interest.

5.5 Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.

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. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount of security deposit will be collected in the following form.

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 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).
- 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).

(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).





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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.

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. Cutting / overwriting in the rates quoted, if any, should be countersigned.
9. The work will be collected in person by the party and after completion, the same will be delivered at our office at print room / required places(s).

10. Pre-Qualifying Requirement (PQR):

- a) EMD of Rs. ₹ 4200.00 as mentioned in clause. No. 5.
- b) The bidder should have PAN (Permanent Account number) and GST Registration No.
- c) The experience of having successfully completed or currently executing similar Job/ services during last 7 years ending on 28-02-2021 should be either of the following: -
 - I. The bidder should have executed (or billed in case of currently executing order) three similar jobs / services with value not less than Rs. 83,072.00 each.
or
 - II. The bidder should have executed (or billed in case of currently executing order) two similar jobs / services with value not less than Rs. 1,03,840.00 each.
or
 - III. The bidder should have executed (or billed in case of currently executing order) one similar job / service with value not less than Rs. 1,66,144.00.

“Similar Job / service” refers to “Providing Book Binding services to PSUs / Central Government / State Government / Autonomous Institutions / Corporates including MNC/Private companies”.

- d) The bidder shall be in complete acceptance of all tender terms & conditions.

11. Composition of Bids:

Bidders are requested to quote in two parts as given below. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.

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, in two parts as given below.





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a) **Part – I (Techno-Commercial Bids) against PQR:** The Bidder shall submit following documents in part-I bid.

- i. **EMD** as mentioned in clause no. 5. Any bid without requisite EMD shall not be considered for further evaluation except in the case of MSE & Start-ups (Ref. clause 17 & 18).
- ii. Copy of **PAN Card & GST Registration Certificate** duly signed and stamped by the bidder.
- iii. Only work orders (issues in last 7 years ending 28-02-2021 only) and supporting work experience certificates from the clients shall be submitted as proof against S.No.10.c) of PQR. In case of unavailability / Non-disclosure agreement of Work Order, the bidder can submit the experience certificate from the concerned customer in the format give at **Annexure E** only. BHEL reserves the right to verify the correctness of the certificates of the clients.
- iv. Tender document duly filled signed and stamped along with all Annexures (Excl. Price Bid Format) incl. Unpriced BOQ format mentioning 'Q' against each items (Annexure-A1).

b) **Part – II (Price Bid):** The Bidder shall submit following documents in part-II bid.

Part II bid shall comprise of Price Format (**Annexure-A2**) only, duly filled, signed & stamped, as per the enclosed instructions/details

12. **Evaluation criteria:**

- 12.1 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.
- 12.2 Based upon the evaluation, BHEL shall determine the techno-commercially acceptable bidders. BHEL reserves the right to reject any bid without assigning any reason.
- 12.3 Price bid opening shall be in respect of techno-commercially acceptable bidders only. The evaluation criteria shall be lowest quote arrived on "Grand Total (all inclusive)" (refer **Annexure A2 – Price Bid Format**). The rate contract shall be awarded to the concerned party at the overall L-1 amount i.e. "**Grand Total (all-inclusive)**".
- 12.4 In case of any arithmetical errors in the price bid the higher unit rate will be considered for evaluation and lower unit rate will be considered for ordering.
- 12.5 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.
- 12.6 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.





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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.

13. **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.

14. **Payments Terms:**

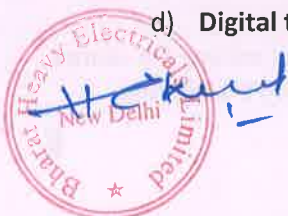
- i) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to BHEL will be paid within 30 days of its receipt and final acceptance of BHEL.
- ii) The 100% payment would be made on the basis of actual number of services provided by the contractor during the month.
- iii) 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.
- iv) 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.

15. **Penalty Terms:**

The work given to the party shall have to be complete within 4 days from the date of assignment of work. Failing of which, BHEL reserves the right to levy LD @ 0.5 % value of the non-completed work quantity per day. The total penalty amount shall not exceed 10% of the contract value.

16. **Taxes and Duties:**

- a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
- b) To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Corporate Office, BHEL House, Siri Fort, New Delhi.
- c) Vendor to submit the copy of GST retuned along with the bill, so that timely input tax credit can be availed by BHEL.
- d) Digital tax invoice shall be preferred.





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- e) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.
- f) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
- g) GSTIN of BHEL will be provided to the vendor along with the work order.
- h) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- i) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor 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 vendor by BHEL.
- j) Applicable GST shall also be recoverable from the vendor in case of LD recovery/penalty on account of breach of terms of contract.
- k) Invoice submitted should be in the format as specified under GST 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) etc.
- l) The contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file return as per respective extant rule.

17. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Norms for of Micro, Small and Medium Enterprises in public procurement shall be relaxes in line with policy circular no 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises.

18. PROVISIONS FOR START-UP

Norms for Startups Medium Enterprises in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated





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20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

19. 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 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.

20. **LAWS GOVERNING THE CONTRACT**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

21. **JURISDICTION OF COURT**

21.1 Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

21.2 **RISK & COST**: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In any of the following cases, the Contractor shall pay the complete / excess cost to be incurred for the completion of the Contract.

- (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
- (ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- (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.
- (iv) Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- (v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- (vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

#In-case inputs from BHEL are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

$$\text{Risk and Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/Supply as per rates of new contract

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 & ORC, if any.

H= Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

If risk & cost clause gets invoked, then due amount shall be applicable for recoveries from contractor /supplier, after informing the Contractor/ Supplier of the total proposed recovery.





22. **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.
23. **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. In the event of termination (which should be initiated due to the reasons solely attributable to the contractor), BHEL reserve the right to forfeit earnest money/ security deposit/any other money due to the contractor. Further BHEL also reserve the right to recover the amount with a department levy of 5% to maintain the continuity of the contracted items at least for a period of 3 months.





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Bharat Heavy Electricals Limited

Annexure A1

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Date: 05-03-2021

Un-Priced Bid Format

Sl. No.	Items	Approx. nos. of bundles	Unit Rate, excl. GST (Rs.)	Applicable GST (in %)	Total Amount(all inclusive) (Rs.)
1	Binding of A4 size paper bundle (bundle consist of approx. 200 pages)	6000			To Be Calculated by BHEL
2	Binding of A3 size paper bundle (bundle consist of approx. 200 pages)	1000			To Be Calculated by BHEL
Grand Total (all inclusive) Rs.					To Be Calculated by BHEL

Note:

1. Quantities above indicate approximate requirements during 2 years' contract period.
2. Quantities may vary by + / - 30%.
3. Payment shall be as per actual utilization of services, in line with tender terms & conditions.

Signature
With Name, designation & seal of the firm



BHEL HOUSE, Siri Fort, New Delhi – 110 049



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Annexure A2

Tender No. AA: GAX: 20: MA: 103

Date: 05-03-2021

Price Bid Format

Sl. No.	Items	Approx. nos. of bundles	Unit Rate, excl. GST (Rs.)	Applicable GST (in %)	Total Amount(all inclusive) (Rs.)
1	Binding of A4 size paper bundle (bundle consist of approx. 200 pages)	6000			To Be Calculated by BHEL
2	Binding of A3 size paper bundle (bundle consist of approx. 200 pages)	1000			To Be Calculated by BHEL
Grand Total (all inclusive) Rs.					To Be Calculated by BHEL

Note:

1. Quantities above indicate approximate requirements during 2 year contract period.
2. Quantities may vary by + / - 30%.
3. Payment shall be as per actual utilization of services, in line with tender terms & conditions.

Signature
With Name, designation & seal of the firm





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Annexure B

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Date: 05-03-2021

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:

1.

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. _____ dated _____ 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

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Declaration

We hereby declare that we have not been banned and de-listed by any PSU/Govt. Deptt./Financial Institution/Court.

Signature

With Name, designation & seal of the firm





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Annexure-D

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Contact Detail

Sl. No.	Description	Details
1	Name of bidder	
2	Address of Bidder	
3	Contact Person's Name	
4	Contact Details	LL No: Mob: No.: Fax No.:
5	Email Id of the bidder	

Signature
With Name, designation & seal of the firm





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Annexure-E

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EXPERIENCE CERTIFICATE

(Sample Format)

1	Name & Contact Details of Travel Agent	
2	Name & Contact Details of the Client	
3	Details of Services Provided	
4	Work Order No. / Agreement No. and Date (copy to be attached)	
5	Is there any non-disclosure agreement of work Order	YES / NO (If marked No, then submit the copy of Work Order/Agreement)
6	Start & End Date of Contract (Start date should not be more than 7 years ending on 31.12.2018)	
7	Gross amount of work completed (or done till 31.12.2018)	
8	Name & Contact details of Authority under whom works performed	
9	Overall Quality of Service	Outstanding/V.Good/Good/Poor



Signature
With Name, designation & seal of the firm



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Annexure-F

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SECURITY DEPOSIT/BANK GUARANTEE FORMAT

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





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enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

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

(Signature of 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:



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1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **In Case of Bank Guarantees submitted by Foreign Vendors.**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - i. 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.
 - ii. 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.
 - iii. 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



