

TENDER NOTICE COVER SHEET

BHE: MED: STR:RP: 2021-22 dt 07.04.2021

**FRAMEWORK AGREEMENT FOR
ENGAGEMENT OF RETAIL PHARMACY
AT BHEL BAP MAIN HOSPITAL FOR THE
PERIOD OF ONE YEAR, FOR THE
PROCUREMENT OF MEDICINES ON
NEED BASIS**

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PRE QUALIFYING CRITERIA

1. The Retail Pharmacy or Pharmacy chains should supply only specific BRAND MEDICINES having minimum 1 year expiry against BHEL requirements and shall be based on "DOOR DELIVERY" basis to BHEL BAP HOSPITAL. In case any change of Brand, BHEL Doctor's approval must be obtained.
2. The supply of medicine should be done on the same day or the next working day.
3. Proper packing is to be ensured and MRP shall be visibly shown.
4. The Retail Pharmacy or Pharmacy chains should submit valid copy of certificate of renewal of license to sell, stock or Exhibit for sales of distribute drugs (Form 20 & 21) from authorized License authority.
5. The vendor should have more than two year of retail experience against the Drug licence Address.
6. The supply point should be located within 30 KM. from BHEL MAIN HOSPITAL – Ranipet – 632406 measured by road.
7. The license should be valid throughout the period of the contract. The Retail Pharmacy or Pharmacy chains should undertake to renew the license, if the validity expires during the tenure of the contract at his own risk and cost.
8. Bidder to quote the price Bid in order of Discount % (Percentage) on MRP, which shall be FIRM throughout the tenure of the contract. The MRP will be inclusive of GST. GST shall not be reimbursable.
9. The bidders should have an annual turnover of Rs.50 Lakhs at least once in the preceding three years to the opening of bid (Financial years of 2017-18, 2018-19 or 2019-20) Or an average annual turnover of Rs.25 Lakhs for the last three years (Financial years of 2017-18, 2018-19, 2019-20). the Turnover certificate shall be duly certified by Chartered Accountant.
10. If contract is finalized, the L1 Supplier must agree to submit 3% of total contract value as a contract performance security in the form of BANK GUARANTEE.

The following Documents to be furnished along with offer as proof of meeting PQR

1. Certificate of renewal of license to sell.
2. Necessary proof of retail experience against the Drug License Address.
3. Certificate that No cases are pending against the pharmacy/retail pharmacy.
4. Turnover certificate shall be duly certified by Chartered Accountant

VENDOR DETAILS

SL. NO.	PARAMETER	VENDOR TO SPECIFY
01	Name of the Vendor	
02	Pan No & GST Account No	
03	Regd / Head Office Full Address	
04	Regd / Head Office Contact Person's Name details/ Phone No / Mobile No / e-mail Fax No etc,	
05	Local Supply Point Full Address.	
06	Local Supply Point / Contact Person's Name details/ Phone No / Mobile No / e-mail / Fax No etc,	
07	Distance of the Local Supply Point from the BHEL HOSPITAL measured by road in KM	
08	Pl. confirm the offer validity should be 90 days from the date of Tender opening.	
09	Pl. confirm the BG should be submitted as per BHEL format as per BHEL tender condition (Annexure-VI)	

10	Confirm the Payment term as: 100% shall be made within 60 days after receipt & acceptance of items at BHEL Medical store / Pharmacy RANIPET .	YES / NO
11	Confirm the acceptance of Risk purchase clause as per Clause 11 of terms and conditions of the tender.	YES / NO
12	Confirm the acceptance to supply the BRAND PRODUCTS as per BHEL requirements throughout the contract period at the firm quoted Discount.	YES / NO
13	Already supplying to BHEL Unit if any specify.	YES / NO
14	Validity of certificate of license to sell ,stock or exhibit for sale or distribute drugs (FORM 20 & 21)	Enclosed / Not Enclosed
15	Any other certificates regarding similar supply to other institutions if any.	

Vendor Authorized signatory & seal with date

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**BHARAT HEAVY ELECTRICALS LIMITED
RANIPET 632 406
MEDICAL DEPARTMENT**

Annexure-III

**FRAMEWORK AGREEMENT FOR ENGAGEMENT OF RETAIL PHARMACY
AT BHEL BAP MAIN HOSPITAL FOR THE PERIOD OF ONE YEAR, FOR THE
PROCUREMENT OF MEDICINES ON NEED BASIS**

Terms & Conditions

This rate contract is for One year with a view to arrange procurement of medicines required for diseases like cardiac, diabetic, hypertension ophthalmology, dermatology, cancer, Anesthesia, psychiatric, pediatric, antibiotics etc. for our pharmacy / stores BHEL HOSPITAL, Ranipet, & Outside Dispensary, Vellore.

Consolidated list of medicine prescriptions / requirements is to be collected from Pharmacy / stores BHEL Hospital /Ranipet and handover these items to the concerned on the same day or next working day basis along with the bills (to be submitted in triplicate).

Pharmacy / stores at the time of receipt of above items will check as per requirements including MRP.

Our tentative value of purchase is expected to be Rs.100 Lakhs for ONE year approximately. The value may vary as per actual Requirements.

Considering the above vendors shall submit most competitive offer through open tender indicating maximum % of discount on MRP of above required medicines. Rate contract Will be finalized who can offer maximum % of Discount on MRP and ensure regular supply to BHEL HOSPITAL RANIPET for a period of One year.

Quotation must comply with the terms and condition listed below.

1. The offer shall indicate % of discount on MRP Only.
2. The offer should only be for **Branded Products** having with minimum 1-year expiry against our requirements and shall be based on "DOOR DELIVERY" basis to our MEDICAL STORES/ PHARMACY of BHEL MAIN HOSPITAL, RANIPET. In case of change of Brand, BHEL Doctor's approval must be obtained.
3. In case vendor is not having any item, he has to procure from other sources and Supply to BHEL BAP, failing which risk purchase will be imposed.
4. Discount of % quoted on MRP shall be "FIRM" during the tenure of rate contract and no change shall be allowed.

5. Please indicate your respective local supply point's full correspondence address with Contact person Name, Telephone no, Mobile no, Fax no, Mail Id, who are responsible for Supply, billing, execution and receipt of payment for BHEL Hospital RANIPET as per **Annexure II**.

6. The vendor shall quote % of discount on **MRP** as per **Annexure IV**.

7. The vendor shall submit valid copy of Certificate of renewal of license to sell, stock or Exhibit for sales or distribute drugs (Form 20&21) from authorized license authority.

8. The supply point should be located within **30 KM.** from **BHEL MAIN HOSPITAL RANIPET** measured by road.

9. BHEL will send the daily requirements of medicines through mail. Vendors should Intimate the status of the availability and MRP of the items through reply Mail based on our daily requirements.

10. The supply of the items should be done on the **Same day/ Next working day**.

11. **Risk Purchase:** Items should be Supplied within three days from the date of requirements from BHEL. Beyond three days if the medicines are not supplied by the vendor, BHEL will procure those medicines from other sources and the difference in cost will be deducted from the vendor's bills. In this, **BHEL MEDICAL SUPERINTENDENT RANIPET** decision is final depending Upon the urgency.

Billing and Payment Procedure:

12. One Original and two copies of Invoices / Bills are to be sent along with the Consignment while dispatching the materials. Supply without invoice will not be accounted and payment processing will not be done.

13. 100% payment shall be made within 60 days after supply completion as per the BHEL PO and receipt at BHEL'S Stores/Pharmacy RANIPET or from the date of submission of Bills.

14. In case of discontinuation of the contract BHEL/Vendor shall intimate in writing before three months.

15. In case of any dispute arises out of this contract, the decision of Medical Superintendent BHEL /RANIPET shall be final and binding on all the parties.

16. BHEL reserves the right to negotiate or refloat the tender opened, if max % discount on MRP is not the best acceptable discount to them inter-alia other reasons.

17. Proper packing is to be ensured and MRP shall be visibly shown.

A) Submission of Offers

Sealed Tenders super-scribed with Tender Number, Due date, Supplier's Name and validity of the offer shall be addressed to Medical Superintendent, Bharat Heavy Electricals Limited, Ranipet – 632 406, Tamil Nadu, India, so as to reach him on or before the date and time specified in the tender. It shall contain two sealed covers in the envelope.

Sealed Tenders super-scribed with Tender Number, Due date, Supplier's Name and validity of the offer/s containing:

Cover –I Techno-Commercial and Unpriced bid.

Sealed cover super-scribed "Cover-I – Techno Commercial and Unpriced Bid" containing complete technical offer, Unpriced bid, Filled in BHEL's standard terms and conditions, all relevant enclosures, deviation summary if any, Supporting documents with clientele list.

Sealed cover super-scribed "Cover-II – Price Bid" with Tender Number, Due date, Supplier's Name and validity of the offer/s containing :

"Cover-II – Price Bid" Price Bid in conformance with the commercial terms as per cover –I.

Schedule of Tender	Date & Time	Remarks
Submission of Tender (PART- I & II)	On or before 28 April 2021 at 14.00 Hrs.	Bid to be dropped in ' Tender Box ' placed at BHEL BAP Main Hospital Office
Opening of Techno- commercial Bid (PART-I)	On 28 April 2021 at 14.30 Hrs.	Place of opening of Techno Commercial Bids at BHEL BAP Main Hospital Office Ranipet, Vellore Pin – 632406
Opening of Price-Bid (PART-II) or Reverse Auction with Techno- commercially accepted bidders	Shall be informed later to all the Techno-commercial qualified bidders	Place of opening of Price Bids at BHEL BAP Main Hospital Office Ranipet, Vellore Pin – 632406

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Typical documents that would be required as part of tender submission would be

- a) **Complete technical Offer** with details, catalogues, as applicable and Price offer.
- b) **Un-priced bid** (i.e. Bid without the Price) as per given format, if any.
- c) **Filled-in BHEL's Standard Terms & Conditions** as per Annexure enclosed with the Tender Document,
- d) **Deviation summary** submitted in two parts – giving the summary of technical deviations separately and the commercial deviations separately, if any and
- e) **Supporting documents** to substantiate equivalent material specifications / sections, where quoted for.

Technical acceptance of offer by BHEL shall be based on the evaluation of offer and the submitted documents.

Note

- (i) The medicines offered, shall conform to the specification and scope attached in the tender.
- (ii) No changes shall be entertained once the bid is opened unless otherwise specifically agreed to in writing by BHEL.
- (iii) **Offers sent by FAX / E-mail:** would not be entertained.
- (iv) Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

Price Bid in conformance with the specification and terms as given in the Un-Priced bid document.
Note

- (i) In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.

- (ii) The quotation should be valid at least for a period of 90 days from the tender opening date.

B] Opening of Offers

- a) **Tenders can be submitted up to 1400 Hours on tender opening due date. Part I will be opened on the same day at 14:30 Hours.**

b) Requests by Bidders for extension of due date will not be entertained by BHEL.

- c) Price Bid opening will be informed later to all the Techno-commercial qualified bidders.

Note

(i) Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.

(ii) In exceptional circumstances, at its option, BHEL may consider extending the due date/s for the tender openings for reasons such as (but not limited to) paucity of offers etc. However, sufficient notice would be given by BHEL for such extension.

(iii) Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.

(iv) BHEL reserves the right to increase or decrease the tendered quantity and to order on more than one vendor at the lowest acceptable price to BHEL.

C) Evaluation of Offers

a) The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.

b) Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected. For evaluation such conditions would be removed and only the base offer would be considered for evaluation and comparison.

c) BHEL reserves the right to reject without assigning any reasons / load any offer with factors other than already specified for such offers having deviations to BHEL Specifications, Standard Terms & Conditions at its discretion. The decision of BHEL in this regard shall be final.

d) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of a contract at any of BHEL projects / units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.

e) BHEL reserves the right to operate Purchase / Price preference to Government of India Undertakings, which shall be given as per the guidelines of Government of India given from time to time and / or relax the Terms and Conditions of the tender.

f) BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.

g) Bidders are required to confirm in writing in their techno-commercial document that other than themselves (the bidder) none of its group companies, concerns or affiliates etc., are participating in the tender either directly or indirectly or through any other agency under the same proprietor / common partner(s)/ common Directors. If during the evaluation of the bids it is found that the bidder has submitted the offer in violation of this condition, then all the offers received from the group companies would stand rejected. If such relationship is found at a later date where the Purchase Order has been issued, then BHEL would cancel the Purchase Order and initiate suitable action/s under the contract/s including but not limited to invoking the Risk Purchase clause of the order and other applicable legal provisions / guidelines of BHEL including guidelines on suspension of business dealings.

18. Performance Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG).

The PBG shall be for a value of 3% of the total contract value.

The supplier/s have to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

19. **Fraud Prevention Policy:** "The Bidder 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.

20. ANY CHANGES TO SUPPLIER'S QUOTATION IF INTIMATED AFTER TENDER OPENING WILL NOT BE CONSIDERED.

Offer should be addressed to:

THE MEDICAL SUPERINTENDENT
BHEL MAIN HOSPITAL
RANIPET – 632 406 (Tamil Nadu)

22. After finalization of contract, an agreement with BHEL, containing BHEL Terms & Conditions given in clause A & B of the tender documents shall be neatly typed on Rs.100/- value Non – Judicial stamp paper and duly signed and stamped on all the pages in person in the office of Medical Superintendent /BHEL Main hospital for the acceptance of the same. Two copies of this agreement bond shall be prepared (one copy to BHEL & one copy to vendor) the contract will be entered into with the vendor only after signing the Agreement. Purchase Orders will be released after finalization of contract and agreement.

NOTE :

I. VENDOR SHALL FILL AND SIGN & STAMP THE FOLLOWING ANNEXURES .

01. QUALIFYING CRITERIA (ANNEXURE I)
02. VENDOR DETAILS WITH SUPPORTING DOCUMENTS. (ANNEXURE II)
03. TERMS AND CONDITIONS (ANNEXURE III)
04. MSME Vendors Special Provision and Annexure . (ANNEXURE V)
05. PERFORMANCE BANK GUARANTEE FORMAT (ANNEXURE VI)

II. PRICE BID FORMAT DULY FILLED, SIGNED & STAMPED BY
AUTHORISED SIGNATORY OF THE COMPANY. (ANNEXURE IV)

Yours faithfully
For BHARAT HEAVY ELECTRICALS LTD

S. Jayanthi

(Dr Jayanthi S Jayaram)
MEDICAL SUPERINTENDENT
BHEL Main Hospital / RANIPET -632 406

Dr. JAYANTHI S. JAYARAM
Medical Superintendent
BHEL Hospital, Ranipet-632 406.

PRICE BID FORMAT

FRAMEWORK AGREEMENT FOR ENGAGEMENT OF
RETAIL PHARMACY AT BHEL BAP MAIN HOSPITAL FOR
THE PERIOD OF ONE YEAR, FOR THE PROCUREMENT OF
MEDICINES ON NEED BASIS

ANNEXURE IV

SL NO	NAME OF THE SUPPLIER	% OF DISCOUNT ON MRP (FOR ALL ITEMS)

AUTHORISED SIGNATURE & SEAL WITH DATE

SIGNATURE OF THE TENDERER WITH SEAL AND ADDRESS

ANNEXURE -V

Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:

45. i) Special Provisions for Micro and Small Enterprises (MSE) bidders applicable on indigenous bidders only:

- At least 25% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
- Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- Ministry of MSME has given following definition of MSE owned by SC/ ST:
 - In case of proprietary MSE, proprietor(s) shall be SC/ ST.
 - In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by SC/ ST promoters.
- Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. (The definition for MSEs owned by Women Entrepreneurs is clarified as:
 - i) In case of proprietary MSE, proprietor shall be woman.
 - ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
 - iii) In case of private limited companies, at least 51% share shall be held by the women promoters.
- In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME MSE suppliers can avail the intended benefits if they submit along with the offer UDYAM CERTIFICATE.
- Non submission of UDYAM CERTIFICATE will lead to consideration of their bids at par with other bidders. SC/ST bidder should submit attested cast certificate from competent authority. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. However, credentials of all MSE supplier will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

- In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL
- In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., and in case MSE quoting price within price band L1+15.00% may be awarded for full/complete supply of the item/s considering spirit of policy for enhancing the Govt. procurement from MSE seller subject to acceptance of L1 price by MSE vendor.
- If L1 is from a Micro/Small enterprise, the 25% earmarking provision is not applicable and 100% quantity will be ordered on respective L1 source.
- In the event of more than one vendor becoming L1 for any of the item, the enquiry quantity for the items will be shared equally among all the L1 vendors.
- "As per MSME office memorandum F. No. 1(2)(1)/2016-MA dated 09.02.2017 Traders & Agents should not be allowed to avail the benefits extended under the PP Policy & F. No. 22(1)/2012-MA dated 24.10.2016 public procurement policy is meant for procurement of only goods produced and services rendered by MSEs. **However, traders or agents are excluded from the purview of Public Procurement Policy.**" Hence traders are not eligible to avail benefits reserved for MSE bidders (Manufacturer of goods) in this tender.
- Payment for MSE indigenous bidders will be as per MSMED Act, 2006.

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:
Category: (Micro/Small), (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not
applicable) and the date of graduation of such enterprise from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such
enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published
in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG
MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF CONTRACT PERIOD)

ANNEXURE-VI

PERFORMANCE BANK GUARANTEE

1. In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its Boiler Auxiliaries Plant Division located at Ranipet, Vellore - 632 406 (hereinafter called "the Company") having entered into a contract with..... (hereinafter called the said "contractor") which term includes "suppliers" for the purpose of this Bond and under the terms and conditions of the contract No. BHE: MED: STR:RP: 2021-22 dt 05.04.2021. Between BHEL, RANIPET and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the supply of medicines to BHEL Hospitals RANIPET under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Contractor(s)) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) "failure to perform" the said agreement. 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.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....(indicate the name of 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

6. We(indicate the name of Bank), further agree with the company that the Company 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 agreement 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 Company against the said Contractor(s) 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 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 company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

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

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

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

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

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

In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the _____ day _____ month 2019.

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO: