Annexure – A- Terms and Conditions

ACCEPTANCE OF TECHNO - COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS

Description of the Equipment:	**Soot Blower Pressure Reducing Valves along with commissioning and Mandatory spares**
Projects	**Panki TPS Extn 1x660MW**
BHEL Tender No. & Date	**1802000208 dated 11.03.2020**
To be filled by bidder	
Name of the firm (Bidder)	**:**
Address	**:**
Contact details	**Contact person 1** **Name:** **Designation:** **Office Phone:** **Mobile:** **e-mail:** **Contact person 2** **Name:** **Designation:** **Office Phone:** **Mobile:** **e-mail:**

Sl. No.	Terms and conditions	Vendor's confirmation
1 (a)	**Technical:** Supply of Soot Blower Pressure Reducing Valve for boiler application shall be as per the Specification attached with the enquiry.	
1 (b)	Inspection by BHEL/ BHEL approved TPIA/Customer	
2 (a)	**Firm Price:** The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	
2 (b)	The tender will be operated in two part bid system. One-part consisting of Technical bid with Commercial terms & conditions and other part is Price Bid. Based on the above and other conditions, as well as technical capability, vendors will be short-listed. The Techno-commercial bid will be opened on the due date and based on the suitability of techno-commercial bid, the price Bid of the techno-commercial suitable qualified vendors approved by BHEL and end customer will be considered and opened on a suitable date with due intimation to vendors.	
2 (c)	**Pre-qualification requirement**: Bidder to comply with Pre-Qualification requirement (Annexure-B) of	

	the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR. Otherwise their offer may get rejected. Bidder's offer shall be considered only if your company is meeting Tender Prequalification requirement.	
3 (a)	**Delivery term (Indigenous):** The quote shall be on FOR destination basis as indicated below inclusive of Packing, forwarding, Freight also to yours account. • For Main supply and commissioning spares (RFQ Sl. No. 10 to 90):- FOR Panki Project site. • For Mandatory spares RFQ Sl. no. (100 to 320):- FOR BHEL Trichy stores. • Transit Insurance is under BHEL scope.	
3 (b)	**Delivery term (Import):** CFR Chennai port The quote shall be on CFR Chennai port for all items. Port of loading should be indicated without fail. Port of discharge should be Chennai and place of delivery – INTVT6 – CONCOR ICD	
4 (a)	**Payment terms (Indigenous):** **For Main supply and commissioning spares:** Payment term is 100% direct payment after 60 days from the date of dispatch against site acknowledgement and against 10% PBG valid for the warranty period. **For Mandatory spares:** Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials and against 10% PBG valid for the warranty period, wherever necessary.	
4 (b)	**Payment Terms (Import):** BHEL Payment term is 100% payment on CAD basis after 60 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
4 (c)	**Payment Terms (New Suppliers)** For new suppliers not registered with BHEL, Trichy for the product, Payment shall be made 60 days after receipt and acceptance of materials. In case of foreign supplier, first lot of mutually agreed quantity shall be supplied with payment as CAD basis after 60 days from the date of receipt & acceptance of material. If insisted for LC, after acceptance of first lot, only Usance LC with 60 days credit will be opened one month prior to material readiness.	
4 (d)	**Loading Criteria (Indigenous)** **No deviation is permitted in payment term.**	
4 (e)	**Loading Criteria (Import including new suppliers)** If supplier insists for LC, only Usance LC with 60 days credit will be	

	opened one month prior to material readiness, further loading @ 1.5% on the offered value will be considered. If Hence supplier shall intimate the material readiness accordingly for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.	
4(f)	**For Import Suppliers** a) Foreign Exchange rate prevailing on Techno – Commercial bid opening rate will be taken for calculation. If the date of opening happens to be a bank holiday, then the forex rate as on previous bank (SBI) working day shall be taken.	
4(g)	**Performance Bank Guarantee:** BHEL require a performance Bank Guarantee to a value of 10% of supply valve covering the guarantee period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer	
5 (a)	**Liquidated damages:** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week of the delay or part thereof subject to a maximum of 10% of the total order value. In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
5 (b)	**Loading Criteria:** **LD / Penalty:** Any deviation on BHEL LD / Penalty clause, loading (Basic material Value) will be applied to the extent to which it is not agreed by the bidder.	
6 (a)	**Guarantee / Warranty Period:** Guarantee clause 24 months from the date of supply or 18 months from the date of actual put in use, whichever is earlier.	
6 (b)	**Repair & replacements:** Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	
6 (c)	**Loading Criteria:** **Guarantee / Warranty Period:** No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	
7 (a)	**Taxes & Duties:** All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for	

	payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Assessment circle Tiruverumbur. BHEL TRICHY Unit GST NO : 33AAACB4146P2ZL.	
7 (b)	**Kindly indicate the GST No of your Firm**	
7 (c)	**Kindly Indicate the HSN Code for all items**	
7 (d)	**Please indicate the applicable GST % (IGST)**	
8	**Risk purchase:** If the supplier fails to deliver the goods within the delivery specified in the Purchase Order, BHEL will be entitled to terminate the contract and to Purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the delivery period mentioned in the Purchase Order.	
9	**Delivery Period:** 24 weeks from the Documents approval from Customer /BHEL. CV test report to be submitted for BHEL review and approval before final inspection.	
10	LR date will be considered for LD calculation.	
11	Documents are to be submitted along with technical bid (Part-1) 01. Covering letter 02. Unpriced offer. 03. Filled technical specification 04. Filled BHEL Terms and condition sheet (Annexure-A) 05. Filled Pre-Qualification requirement (Annexure- B PQR) along with supporting documents 06. Catalogue's 07. Detailed BOQ of the package. 08. Third party non-disclosure agreement 09. MSE documents (if applicable) 10. Make In India certification in attached format (if applicable) Documents are to be submitted along with Price bid (Part-2) 01. Priced offer __Note:__ All the pages of documents are to be signed and stamped by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive	
12	**Evaluation method** Total requirement will be considered as a package for evaluation and ordering. Evaluation shall be on total cost to BHEL basis .	
13	Vendor shall quote as per attached price and Unpriced Schedule format only.	
14	**Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability and approval of vendor against supply of items covered in the enquiry by BHEL and end**	

	customer.	
15	**Offer Validity:** 120 days minimum from techno commercial bid opening (Part-1)	
16	**Inspection and testing requirements:** Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing (All documents shall be submitted within 15 days from the date of PO for our approval), Technical spec &QP and all test certificates are to be submitted in complete set. Inspection notice period: For TPI inspector visit to vendor works, a minimum of 3 working days' notice period for indigenous vendors and 30 working days' notice period for import vendors is required well in advance from the proposed date of inspection.	
17	**O & M manuals:** BHEL require 1 sets of printed O & M manuals with 3 soft copies in CD-ROM at no cost to be sent to BHEL/ Trichy.	
18	Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.	
19	Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.	
20	All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	
21	Invoices will be processed only upon completion of statutory requirement and further subject to following: • Vendor declaring such invoice in Form GST ANX-1 • Receipt of Goods or Services and Tax invoice by BHEL	
22	As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).	
23	In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply,	

	then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.	
24	In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor	
25	In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.	
26	Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.	
27	Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.	
28	GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.	
29	A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL	
30	**MSE VENDOR:** ***i. If L1 vendor is an MSE vendor entire project package will be ordered on L1 vendor.*** ***ii. If a Non MSE vendor is coming as L1, then L1 prices will be counteroffered on MSE vendor who is quoting price within the price band L1+15% and if they are agreeing, purchase order will be awarded for full/complete supply of total tendered value to MSE.***	

iii. If more than one MSE vendors are available in the L1+15% price band then lowest of the MSE vendor will be selected for counteroffering. If lowest MSE vendor is not accepting it will be counteroffered to the next MSE vendor in the price band and so on.

iv. Finally if none of the MSE vendor in the price band is not accepting it will be ordered on L1 non MSE vendor.

Payment for MSE Indigenous vendors will be as per MSMED Act, 2006

Declaration of UAM number by MSE bidders is mandatory. Failing which, such bidders will not be able to enjoy the benefits as per Public Procurement

Policy for MSEs Order, 2012.
MSE suppliers can avail the intended benefits only if they submit along with the offer, attested/notarized copies of either

1. EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or**
2. Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limits as per the act for relevant status (MICRO or SMALL) where the deemed validity of EM II is over.

Date to be reckoned for determining the deemed validity will be the last date of technical bid submission (Part 1 in case of two part bid).

Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry, in case of any deficiency in the above required documents or in case the documents are not submitted before 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 even if submitted earlier.

Documents should be notarized or attested by a Gazetted officer.

Definitions of MSEs owned by SC/ST is under:

- ***In case of proprietorship firm, proprietor must be SC/ST.***
- ***In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.***
- ***In case of private limited companies, at least 51% share must be held by SC/ST promoters.***

Authorised Offices to Issue SC/ST certificate.

	The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered. • District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Additional Deputy Commissioner / Deputy Collector / 1st class stipendiary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner. • Chief Presidency magistrate / Additional chief presidency magistrate/Presidency magistrate. • Revenue Officer not below the rank of thasildar. • Sub-Divisional officer of the area where the individual and / or his family normally resides. ***To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.***	
31	**Make in India:** For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. For more details, pls. refer the Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry. **The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.**	
32	**Important Information for Import Suppliers:** **FOR CFR INCO TERMS – CONTAINERIZED CARGO** • For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container	

	detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total Landed Cost. • In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable". **<u>BREAKBULK CARGO</u>** • For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis. The materials will be Custom cleared from Port itself. • The Indian Customs imposed, a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter) • The vendor should furnish the Non-Negotiable Documents (Air Way Bill/Bill of Lading, Commercial Invoice, Packing List, and Certificate of Origin) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge. • Vendor will be held responsible for the penalty arises against the late filing of Bill Of entry due to: o Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival o Discrepancy in documents o Short landing of Consignments (For shipments on CFR/CPT/CIF/CIP – Chennai Port) • All the shipments for the contracts (POs) finalized on CFR - Chennai Port basis (i) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. There must be a single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. (ii) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Vendor's bills only. (iii) Apart from the normal charges like Terminal Handling Charges, Container cleaning Charges, Delivery Order Charges at final port of discharge no other charges will be borne by BHEL. (iv) The liner/freight forwarders should be properly communicated by the Vendor for not to claim such charges for issuing Delivery Order. If the liner/freight forwarder claims such charges in their	

	invoices, the same amount will be deducted from the Vendor bills without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden costs or charges are: a. CIC - Container Imbalance Charges/Surcharges b. EIC - Equipment Imbalance Charge/Surcharges c. CAF - Container/Currency Adjustment Factor d. BAF - Bunker adjustment Factor e. RDS - Rupee Depreciation Surcharge f. CDS - Currency Depreciation Surcharge **<u>Transport Conditions for Import:</u>** The Original Documents (Bill of Lading, Invoice, Packing List, Certificate of Origin & Test Certificate) shall reach BHEL well in advance before the vessel arrival. The soft copies of the above shall be forwarded to BHEL immediately after shipment. • In the event of delayed submission of documents by the supplier, an amount up to 5% of the invoice value will be retained towards demurrage & other charges and the difference if any between actual charges and recovery will be settled separately through supplementary invoice. • In such cases, the Supplier shall authorize the Steamer / Shipping agent / transporter to freely release the consignment to BHEL by providing a “Surrender Bill of Lading”. • Otherwise, No-objection Certificate shall be issued to the Liner, authorizing BHEL to get the Delivery Order without producing the Original Bill of Lading. • This is required to ensure avoidance of demurrage at Chennai Sea-port that may arise in case of delayed presentation of documents by the Seller. • **<u>Following details to be endorsed in OBL</u>** a. Import & Export Code (IEC) of importer: *0588138690* b. GST Identification No (GSTIN) of importer: *33AAACB4146P2ZL* c. Official email id of importer: *santoshj@bhel.in; asvasalu@bhel.in;*	
Note	BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure B, will lead to rejection of offer. **Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.**	

BHEL TRICHY
MM/BOI
ANNEXURE – B
Pre-Qualification requirements (PQR)

Sl.NO	Description	Vendor Confirmation
1	The bidder should have supplied globe type control valves 4 inch valve size or higher with the required valve material (C12A or superior material) and rating as per this specification requirement (ANSI 3500STD) and the same valves should have been commissioned in at least one plant of super critical steam generating units with an operating pressure more than 255 kg/cm2 (Pressure at Super Heater outlet) in similar applications mentioned in our specification and are in successful operation for a period of not less than 1 year as on the date of techno-commercial bid opening.	
2	The bidder can offer and supply such equipment for this project with collaboration or valid licensing agreement for design, engineering, manufacture, supply of such equipment in India provided the collaborator meets the above proven ness criteria.	
3	The supplier has to submit either of following supporting documents meeting above mentioned pre-qualifying requirement Copy of minimum one(1) performance certificate in English from end user along with copy of related purchase order(PO) or letter of intent(LOI) or letter of award(LOA) or work order(WO) specifying that the product / equipment is running successfully for one(1) year from date of commissioning meeting pre-qualifying requirement. OR Minimum two PO/LOI/LOA/WO placed with a minimum gap of one (1) year from same purchaser meeting the minimum pre-qualifying requirement. OR Minimum three customer's/ third party's inspection reports/ test certificates/ commissioning certificates meeting the minimum pre-qualifying requirement.	

Offers are liable for rejection, if not satisfying above pre-qualifying criteria.

<table>
<tr><td>BHEL</td><td colspan="3">PURCHASE / MM / BOI
SUB DELIVERY – ENQUIRY - DEVIATION</td></tr>
<tr><td>ENQUIRY</td><td colspan="3">1802000208/14 dated 11.03.2020</td></tr>
<tr><td>DESCRIPTION</td><td colspan="3">Soot Blower Pressure Reducing Valves</td></tr>
<tr><td>SPECIFICATION</td><td>a) BM/CV SPEC: 001 Rev: 04
b) TDC: TCI: 317 / REV 06
c) TCI: 318/ Rev.01
d) CI: PANKI: ECI: CV</td><td>DRG. No.</td><td>a) Drg. 3-97-599-24077/01
b) Pneumatic hook up diagram</td></tr>
<tr><td>DOC. REFERENCE</td><td>BHEL ENQ. CALLED FOR</td><td colspan="2">FIRM’S ALTERNATE OFFER</td></tr>
<tr><td></td><td></td><td colspan="2"></td></tr>
</table>

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY

STATION:

DATE: SIGNATURE OF FIRMS REPRESENTETIVE FIRM SEAL

NOTE: 1. Deviations should be taken only in the extreme case.

2. If necessary, use additional sheets with page control number.

Annexure - I

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 for ....Micro / 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

BANK GUARANTEE FOR PERFORMANCE SECURITY

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

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ______________________[1] through its Unit at…………………..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at_________[2] hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……………………dated …………………………………[3] valued at Rs.………..[4] (
Rupees -----------------------)/FC………………(in words………..) for …………………………[5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we, …………………, (hereinafter referred to as the Bank), having registered/Head office at ……………. and inter alia a branch at ………… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ------------------- [6] (Rupees -----------------------) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

6. We the ……………………bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

9. This Guarantee shall remain in force upto and including…………………………….. [7] and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the ……………………………….[8]we shall be discharged from all liabilities under this guarantee thereafter.

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

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed………………………… [6]

b) This Guarantee shall be valid up to ……………. [7]

c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date [8] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated……………….
Place of Issue……………….

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

[1] *NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *CONTRACT VALUE*

[5] *PROJECT/SUPPLY DETAILS*
[6] *BG AMOUNT IN FIGURES AND WORDS*

[7] *VALIDITY DATE*

[8] *DATE OF EXPIRY OF CLAIM PERIOD*

List of Consortium Banks *			
	Nationalised Banks		**Nationalised Banks**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign banks**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		**Private banks**
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016