

1. **Clause No. 1.2 / 1.3 of GTC** - The tender is invited through e-Procurement System only. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcpurchase.com>
Vendors participating through this tender will necessarily have to buy Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India.
2. **Clause No. 1.7 of GTC** – For any technical clarification, please contact Ms. Muneet Mehta, DGM (TBEM); Contact No. 0120-06748518; e-mail: muneet@bhel.in
3. **Clause No. 1.8 of GTC** - For any commercial clarification, please contact Ms. Archana Kumari, Dy. Manager (TBMM) / Sh. A K Chowdhary, AGM (TBMM); Contact No. 0120-6748467 / 8129; e-mail: archanak@bhel.in / akchowdhary@bhel.in
4. Delivery plan is **Immediate**. Bidder to submit best delivery plan in the activity schedule.
5. Permissible Technical Deviations: No permissible Technical Deviation has been envisaged.
6. Project Status is Domestic. GST as applicable.
7. **Clause No. 34 of GTC** - Integrity Pact is Not Applicable.
8. **Clause No. 5 of GTC** -
For Ballia - Guarantee period is required 18 months from the date of last delivery or up to 02/07/2021 whichever is later.
9. **Clause No. 7 of GTC** - Option – B shall be considered. Validity period of BG is required as per Guarantee Clause mentioned above with claim period of 3 months extra over and above
10. **Clause no. 13 of GTC (Liquidated Damage)**: In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the TOTAL PO EX-WORKS VALUE & F & I CHARGES for supply per week of delay or part thereof subject to a maximum of 10% of the TOTAL PO EX-WORKS VALUE & F & I CHARGES shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD.
11. **Clause No. – 2 for Prices of GTC shall be on PVC basis (For Cables only) as per latest formula mentioned below as per IEEMA circular:**

Copper conductor XLPE insulated 3.3 to 33 kV power cables

$$P = Po + CuF(Cu - Cuo) + XLFCU(CC - Cco) + CCFcu(PVCc - PVCco) + FeF(Fe - Feo) + AlF(Al - Alo)$$

For steel armoured cables; AlF = 0, For aluminium armoured cables; FeF = 0,

For unarmoured cables; FeF, AlF = 0

Table references:

CUP (Copper Conductor)

H2 (Polymer)

H3/H5 (Steel armour flat/round)

H4 (Aluminium armour)

XL3/XL4 (XLPE compound in single core/multicore)

The date of delivery shall be PO delivery date or date of actual dispatch, whichever is earlier.

The total adjustment shall be subject to a ceiling of $\pm 20\%$ (plus or minus twenty percent).

The base indices in the formula shall be of first notification of IEEMA of the **May 2020**.

12. The link for Online Supplier registration Portal is <https://supplier.bhel.in/>.

13. **Clause No. 33 for Reverse Auction of NIT shall be as follows:**

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer.

The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”

In addition to above RA guidelines, bidder note that

(A) In case where RA is conducted successfully Reverse auction shall be conducted as per existing procedure of BHEL. Ranking of bids shall be based on final price fed by respective bidder (including H1 bidder) in reverse auction process. If L1 bid is from a 'Local Supplier', L-1 bidder may be considered for further award of work. No other Bidder shall be invited to match price of L-1 Bidder.

If L1 bid is not from a 'Local Supplier', the lowest evaluated bidder among the 'Local Suppliers' based on the ranking of the price after RA, will be invited to match the L1 price provided 'Local Supplier's price is within the Margin of Purchase Preference i.e. +20% of L1 price. In case such local supplier agrees to match the price of L-1 Bidder, such local supplier may be considered for further award of work. In case such lowest eligible 'Local Supplier' fails to match the L1 price, the eligible 'Local Supplier' with the next higher bid within the Margin of Purchase Preference(i.e 20% of L-1 Price) as above shall be invited to match the L1 price, and so on, and may be considered for award of work accordingly. In case none of the 'Local Suppliers' within the Margin of Purchase Preference (i.e 20% of L-1 price) matches the L1 price, then the L1 bidder may be considered for award of work.

(B) In case where RA is failed

Price bid shall be opened as per reverse auction procedure of BHEL and based on the same make in India policy shall be implemented.

14. Pre-Qualification Criteria-

Technical – As per Annexure of PQR attached with Technical Specification.

The Bidder must ensure that they confirm the Pre-qualifying requirement.

BHEL Reserves the Right to reject any offer from Bidder in case of Non – Compliance to the Pre-qualifying criteria.

15. Offer of techno – commercially acceptable vendors shall be considered for Price Bid Opening / RA subject to their approval from Customer.

The Bidder must ensure that they confirm the Pre-qualifying requirement.

BHEL Reserves the Right to reject any offer from Bidder in case of Non – Compliance to the Pre-qualifying criteria.

16. Endorsed LR is not required in GST regime.

17. Vendor to quote as per specified price format of NIT, otherwise their offer shall be liable to be rejected.

Following confirmation to be provided by vendor:

“We confirm that we have quoted as per specified price format provided along with this tender”.

To promote Make in India as per govt. guideline following clause has been added:

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.

Minimum local content in this tender shall be 81% and the margin of purchase preference shall be 20%. Bidder shall provide self-certification regarding local content in the prescribed format.

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.

Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017 available in the following link:

http://dipp.nic.in/sites/default/files/publicProcurement_MakeinIndia_15June2017.pdf
http://dipp.nic.in/sites/default/files/Revised-PPP-MII-Order-2017_28052018.pdf

It is mandatory for bidder to submit the enclosed format duly filled, signed and stamped by their authorized person.

IMPORTANT INSTRUCTION: -

- Preference to Make in India will be as per the Public Procurement (Preference to Make in India), Order 2017
- The Notice Inviting Tender (NIT)/ the tender requirement of BHEL will not be henceforth published in newspapers. All the concerned are hereby notified that tender enquiries of BHEL will be published on BHEL tender website (www.bhel.com) and Government's Central Public Procurement Portal (<https://eprocure.gov.in/>).
- You are requested to kindly note and refer above website for tender of BHEL.

- Bidder to mention their works address below from where material will be supplied to Site.

Works Address- -----

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER GTC Rev-1.

(Sign and seal of Bidder)

Name:

Signature:

Stamp:

Stamp:

ANNEXURE - 1

SN	Description					
		CUF	CCFCU	FeF	ALF	XLFCU
1	SUPPLY- MEDIUM VOLTAGE POWER CABLE : XLPE INSULATED, COPPER (PLAIN) CONDUCTOR, PVC TYPE FRLS OUTER SHEATH, 33/33KV (UE) SINGLE CORE SCREENED, ARMOURED, 630 SQMM SIZE CABLE.					

Item Name :	MEDIUM VOLTAGE POWER CABLE
Enquiry No. :	91Q2100093 dated 28.05.2020
Project :	UPPTCL RASARA (BALLIA)
Type of project	TRANSMISSION
Applicable percentage of Local Content	81%

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, 2017 if applicable, **to be provided on a non-judicial stamp paper of Rs. 100/-.**

Date: / /2019

I _____ S/o, _____ D/o, _____ W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/ Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/**BHEL** or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project).**

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods/services/works supplied by me for **(Enter the name of the Equipment/Item for Project)** meets the 'Minimum Local Content 'as defined in the PPP-MII order.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at **(Enter the details of the location(s) at which value addition is made).**

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/**BHEL**/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

SCHEDULE OF PRICE (Part III) / UNPRICED COPY

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

VENDOR NAME / OFFER REF:

MENTION THE WORKS FROM WHICH MATERIAL SHALL BE SUPPLIED -

ENQUIRY No. -91Q2100093 dated 28.05.2020

	S.No.	Description of Item	HSN Code	Unit	Quantity	Unit Price	Total Ex-Works (Rs.)	GST @__on Ex Works	Unit Freight & Insurance	Total Freight & Insurance	GST @__ on Freight & Insurance	TOTAL (FOR Destination) PRICE (Rs.)	M- FACTOR (For PVC calculation)
						Ex-works (Rs.)							
	1	SUPPLY- MEDIUM VOLTAGE POWER CABLE : XLPE INSULATED, COPPER (PLAIN) CONDUCTOR, PVC TYPE FRLS OUTER SHEATH, 33/33KV (UE) SINGLE CORE SCREENED, ARMoured, 630 SQMM SIZE CABLE.		MTR	600								As per Annexure- 1 enclosed as per IEEMA
	2	SUPPLY- MEDIUM VOLTAGE POWER CABLE : 33KV CABLE TERMINATION KIT (OUTDOOR) FOR 33/33KV(UE) XLPE, CU CONDUCTOR, 1 CORE, 630 SQMM CABLE		NO	12								NA
	3	SUPPLY- MEDIUM VOLTAGE POWER CABLE : LUG TYPE CONNECTORS SUITABLE FOR 33KV CABLE TERMINATION		NO	6								NA
	4	SUPPLY- MEDIUM VOLTAGE POWER CABLE : CABLE ROUTE MARKERS & CABLE TAGS		LOT	1								NA
	5	SUPPLY- MEDIUM VOLTAGE POWER CABLE : EARTHING MATERIALS FOR 33KV XLPE CABLE SYSTEM AS PER REQUIREMENT		LOT	1								NA
	6	SUPPLY- MEDIUM VOLTAGE POWER CABLE : NON MAGNETIC, SINGLE TYPE CLEATS/ CLAMPS FOR FIXING 33KV CABLE TO POLE STRUCTURE		NO	24								NA
	7	SUPPLY- MEDIUM VOLTAGE POWER CABLE : CONSUMABLES HAVING LIMITED SHELF LIFE REQUIRED DURING ERECTION, TESTING AND COMMISSIONING		LOT	1								NA
	8	SUPPLY- MEDIUM VOLTAGE POWER CABLE : TREFOIL CLAMPS FOR FIXING CABLE TO CABLE TRAY/RACK/POLE		NO	20								NA
	9	SUPPLY- MEDIUM VOLTAGE POWER CABLE : THROUGH TYPE CONNECTOR FOR 33KV BPI SUITABLE FOR SINGLE CONDUCTOR (300SQMM)		NO	3								NA
		Total cost to BHEL (in figures)											
		Total cost to BHEL (in words)											

1. It is certified that M/s _____ have quoted as per the specified price format of the tender, otherwise offer shall be liable for rejection.
2. PLEASE NOTE THAT UNPRICED COPY OF PRICE BID (i.e. WITH ALL PRICE BLANKED) SHALL BE FURNISHED ALONGWITH TECHNO-COMMERCIAL BID.
3. Vendor to mention the word "QUOTED" against each item in UNPRICED SCHEDULE.

SEAL & SIGNATURE OF TENDERER

SCHEDULE OF TECHNICAL DEVIATION

TENDER ENQUIRY NO. -91Q2100093 dated 28.05.2020

The following are the deviations/ variations exception from the Technical Specifications:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the Technical Specifications,

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

Place: é é é é é é é
Date : é é é é é é é .

Signature of the authorised representative of

Bidder's name :é é é é é é é é é é é é
Designation:é é é é é é é é é é é é é é ..
Company Seal:é é é é é é é é é é é é é é

SCHEDULE OF COMMERCIAL DEVIATION

TENDER ENQUIRY NO. -91Q2100093 dated 28.05.2020

The following are the deviations/ variations exception from the General Terms and Conditions:

SL.NO.	CLAUSE NO. OF GENERAL TERMS AND CONDITIONS	STATEMENT OF DEVIATION

In case, this schedule is not submitted, it will be presumed that the equipment /material to be supplied under this contract is deemed to be in compliance with the General Terms and Conditions.

If there is NIL deviation,even then the format to be filled as NIL DEVIATION.

Note : Continuation Sheets of like size and format may be used as per the Bidder's Requirement and shall be annexed to this schedule.

All deviations must be mentioned in this format only. Deviation(s) to terms mentioned else where will not be considered.

Place: é é é é é é é
Date : é é é é é é .

Signature of the authorised representative of

Bidder's name :é é é é é é é é é é é é
Designation:é é é é é é é é é é é é ..
Company Seal:é é é é é é é é é é é é

Annexure for List of Banks (32 Nos.)

Sr. No.	Name of Bank
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Canara Bank
5	Corporation Bank
6	Central Bank
7	Indian Bank
8	Indian Overseas Bank
9	Oriental Bank of Commerce
10	Punjab National Bank
11	Punjab & Sindh Bank
12	State Bank of India
13	State Bank of Hyderabad
14	Syndicate Bank
15	State Bank of Travancore
16	UCO Bank
17	Union Bank of India
18	United Bank of India
19	Vijaya Bank
20	IDBI
21	CITI Bank N. A.
22	Deutsche Bank AG
23	The Hongkong and Shanghai Banking Corporation Limited
24	Standard Chartered Bank
25	J P Morgan
26	Axis Bank
27	The Federal Bank Limited
28	HDFC
29	Kotak Mahindra Bank
30	ICICI
31	Indusind Bank
32	Yes Bank

Annexure - 2

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

(Revised Format)

DKM/SS/RK9/18

22
10/06/15



**BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP
MATERIAL RECEIPT CERTIFICATE**

- a) Site:
b) LR No. with date:
c) Vehicle no.:
d) Date of receipt of material at site:
e) Material details (as mentioned below):

S.no.	Item Description	Type of Packages	Unit (MT/KM/NO.)	Qty as per packing list	Qty Received	Remarks

Other Remarks:

Signature with date: _____

Name & Designation: _____

(With Seal)

INSPECTION REQUEST

1. Name & Address of Supplier :
2. Project :
3. Purchase Order No., Revision No. & Date :
4. Details of equipment / Material to be Inspected

Sl. No.	Material offered for Inspection	P.O. Item No.	Total Quantity Ordered	Quantity offered for Inspection	Quantity Already Cleared	P.O. value of offered qty.

5. For structure, whether BOM & Proto Corrected Drawings approved and available at place of inspection : Yes / No
6. Whether GTP/Drgs approved in Category – 1 available at place of inspection : Yes / No
7. Whether Quality Plan approved in Category – 1 available at place of inspection : Yes / No.
8. Whether all type tests approved by Engineering :Yes / No
9. (a) Place of Inspection & Address :
9. (b) Name & contact No. of Supplier rep. for inspection :
10. Sub – supplier contact person's name & contact No. :
11. Weekly off day : 12. Working Hours :
13. Date on which inspection requested (Inspection call to be raised at least 7 days prior to inspection) :
14. No of road permits required :

It is certified that the above materials shall be completed in all respects and shall have been inspected by us before the date indicated above for inspection. You are requested to please depute your representative for inspection

Signature
Name :
Contact No. :
Date :

Distribution :

1. Material Management , BHEL, New Delhi

Note :

1. Unsigned inspection request & Inspection requests not given in this format are not accepted.
2. Drawings, Quality Plan should be approved in category – I by BHEL Transmission Business Engineering Management before the inspection date. In case inspection request is given without Category – I approved documents, supplier should be obtain from BHEL Transmission Business Engineering Management in writing to this effect and attach to inspection request.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

we, _____, (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

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

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

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

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

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

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

This Guarantee shall remain in force upto and including é é é é é é é é é .. ⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é .. ⁷ we shall be discharged from all liabilities under this guarantee thereafter.

We, é é é é é 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 é é é é é é é é é ⁸
- b) This Guarantee shall be valid up to é é é é é é ⁹
- c) Unless the Bank is served a written claim or demand on or before _____ ¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated _____ .

Place of Issue _____ .

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 PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD