SUBMISSION OF OFFER

Dated: 04-June-2018

From:

M/s ------------------------------------

To

Sanjay Singh/Sr. Engineer-TBMM

Bharat Heavy Electricals Limited
Transmission Business Group
Advant Navis Business Park
Plot No.-7, Sector-142
Noida-Greater Noida Expressway
Noida, G. B. Nagar, (U.P.) -201305

Subject: -Tender in response to your invitation for "SWITCHYARD DESIGN USING ADVANCE ENGINEERING PLATFORM-MATHCAD"

Dear Sir,

We

hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. We offer you the most competitive rate for these Items/ services. Our offer shall remain valid for acceptance for a period of 6 months from tender due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -------------------------

Designation: -------------------------

Tender Document

For

"Procurement of SWITCHYARD DESIGN USING ADVANCE ENGINEERING PLATFORM

Tender Ref. No. : 358E099
Dated : 04-June-2018.

Last Submission date of tender enquiry: 17-July-2018
Due date for opening of bid on : 17-July-2018

Contact Persons:

For Technical clarification

1 Mr. Vivek Kapil/ DGM (TBEM)
E-mail - vivekk@bhel.in Telephone: 0120-674-8539
Mob: +91 9818080691

For Commercial clarification

Mr. Sanjay Singh, Sr. Engineer (TBMM)
E-mail: sanjay.singh@bhel.in Telephone: 0120-674-8509
Mob: +91 9899095970

Address: **Sanjay Singh/Sr. Engineer-TBMM**

Bharat Heavy Electricals Limited
Transmission Business Group
Advant Navis Business Park
Plot No.-7, Sector-142
Noida-Greater Noida Expressway
Noida, G. B. Nagar, (U.P.) -201305

Last date of Submission: 17-July-2018 (through Tender Box)

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Transmission Business Group (TBG) Bharat Heavy Electricals Limited, 5th Floor, Tower-A, Advant Navis Business Park, Plot No - 7, Sector – 142 Expressway, Noida – 201305 (U.P.)** (hereinafter referred to as "**Purchaser**", which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find, discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.

2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

3.1 Tenders shall be accepted in 2 parts [**Techno-commercial bid & Price bid –** Excel FORMAT on or before the due date as indicated in the Enquiry letter, by 14:00 PM through Tender Box.

3.2 **Tender Box**

Tender Box
Material Management Department
Bharat Heavy Electricals Limited, Transmission Business Group, Advant Navis Business, Park Plot No.-7, Sector-142,Noida-Greater Noida Expressway, Noida, G. B. Nagar, (U.P.) -201305.

Contact person in case of problem in submission of the tender:

1. Sanjay Singh, Senior Engineer. Phone – 0120-6748509/ Mobile No - +91 9899095970.

PART-I: TECHNO-COMMERCIAL BID

Containing Technical offer, Technical PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being **replaced with the word 'QUOTED" or 'Q'.**

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II: PRICE BID

Containing PRICES only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

4.0 BID OPENING

The offer may be opened on the due date and time as specified in the Enquiry Letter (or extension thereof).

5.0 VALIDITY OF OFFER

Offer shall be kept valid for 6 months from the due date, for Purchaser's acceptance.

6.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

7.0 Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

8.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9.0 LANGUAGE & CORRECTIONS

9.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

9.2 All entries in the tender shall either be typed or written legibly in ink. Erasement and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

10.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

11.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes & duties, if any and the Purchaser in such cases shall not pay any tax & duties.

12.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

13.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

13.1 to reject any or all the tenders.
13.2 to split up the work amongst two or more tenderers.
13.3 to award the work in part.

14.0 DELIVERY/ INSTALLATION AND CONFIGURATION: - The Delivery terms shall be as per clause no -11 of Technical Specification annexed with the Tender Enquiry.

15.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

16.0 TENDER EVALUATION

L1 will be evaluated on the basis of total cash out flow for 3 years (excl. taxes) as per enclosed price format Annex-II. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

17.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

(a) If, in the price structure quoted for the required goods/services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

17.2.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any.

17.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

18.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period**.**

19.0 FOREIGN SUPPLIERS & INDIAN AGENTS OF FOREIGN SUPPLIERS

(a) "In this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in this tender".

(b) "If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same item/product".

20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc.to the tender shall be hosted on BHEL websites (www.bhel.com , www.bhelpem.com, CPP Portal) only. Bidder should regularly visit websites to keep updated. Bidder to provide cancelled cheque & EFT details (in the format attached with the tender documents.

21.0 REVERSE AUCTION

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid‟ in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Detailed terms and conditions for RA are available in "Information Section" of www.bhelpem.com/LINK=http://www.bhelpem.com/Documents/Misc/RA%20TandC.pdf) Business Rules for RA shall be sent to the bidders before conducting RA.

COMMERCIAL TERMS & CONDITIONS

1.0 **GENERAL:** The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

2.0 **BANK CHARGES:** Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.

3.0 **MODE OF TENDER:** The tender shall be uploaded on e-procurement portal and is required to be uploaded through e-procurement only.

4.0 **Evaluation Criteria:** The evaluation shall be done on total price quoted (exclusive of GST).

5.0 **QUALITY:** All Systems/goods/services/licenses supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.

6.0 **PRICE:** Prices shall remain firm without any variation till the completion of the contract. Variation in taxes and duties shall be based on government notification as applicable during the date of providing services as per order.

6.0 **CHANGE OF ORDER:** No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.

6.0 **LOCATION & CONSIGNEE:** Complete Systems/goods/AMC services/Licenses will be consigned to TBG, Noida.

7.0 **PAYMENT TERMS:**

The payment terms shall be offered to the vendor as per Clause No – 5 of Technical Specification. Payment shall be made for the quantity specified in tender/order but limited to actual Licenced/AMC/RE supply.

7.0 Prices shall remain Firm in the Order/ Contract within contractual period of the PO.

8.0 **MODE OF PAYMENT**: Payment will be made by way of Electronic Fund Transfer only.

9.0 **INTEREST:** No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser**.**

10.0 **DELIVERY:** As per clause no- 11 of Technical Specification annexed with the Tender Enquiry.

11.0 Contract Performance Bank Guarantee: The vendor shall submit a Performance Bank Guarantee (PBG) only from any one of the 'Consortium Banks' for 5% of the Purchase Order value in the format enclosed with tender enquiry, covering the agreed guarantee period (with additional 2 months as claim period).

All bank charges incurred on account of issuance of PBG will have to be borne by the vendor. Purchaser reserve the right to encash the bank guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Seller/ Contractor in fulfilment of performance of the Order/ Contract.

12.0 INDEMNITY: Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

a) Which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks**.**

b) Any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract in the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

13.0 CONFIDENTIALITY: Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

14.0 LIQUIDATED DAMAGES: The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the goods. However, if accepted, liquidated Damages at the rate of **half (0.5) percent per week of delay or part thereof shall be levied on the value of goods delayed limited to ten (10) percent of the total order/contract value excluding elements of taxes and duties,** without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

14.1

PENALTY: - In case of any SWITCHYARD DESIGN USING ADVANCE ENGINEERING PLATFORM or related software is not working, penalty @ 0.41% per day of Annual value of AMC (50% of total PO value) shall be deducted for the period of non-working from the bills submitted. Penalty thus deducted shall be not refundable.

15.0 FORCE MAJEURE: Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract**.**

16.0 TERMINATION OF THE ORDER/CONTRACT/ RISK PURCHASE

16.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

16.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

16.3 Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the stores due for delivery but not so delivered, or their equivalent without cancelling the Order/Contract in respect of stores not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser.

17.0 SUB-CONTRACTING: Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

18.0 SETTLEMENT OF DISPUTES

18.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

18.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

18.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

19.0 ARBITRATION

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

Order. The Arbitrators shall pass a reasoned award and the award of the Arbitrators shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Delhi/ New Delhi/ NCR. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

20.0 LAWS GOVERNING THE CONTRACT: The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract

21.0 JURISDICTION OF COURT: The jurisdiction to decide any disputes in the Contract shall be at New Delhi (NCR Region) under any circumstances.

22.0 SUBMISSION OF INVOICE: The invoices shall be submitted by the vendor to TBG, Noida and the payments will be released to the vendor from the TBG, Noida.

23.0 ACCEPTANCE: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to following address, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.

Sanjay Singh
Senior Engineer
Material Management Department
Transmission Business Group
5th Floor, Tower-A
Advant Navis Business Park
Plot No- 7, Sector -142, Noida
Uttar Pradesh – 201305.

24.0 RECOVERY OF OUTSTANDING AMOUNT: In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.

25.0 STATUTORY VARIATION

a) Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty).

b) For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

c) No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

Taxes and duties shall be payable at actual at the time of billing subject to above statuary variation clause. Statuary variation shall be payable for the contract delivery period only i.e. if delivery done beyond delivery period specified in the contract, No statuary variation in the taxes and duties shall be payable to the vendor.

26.0 **TAXES AND DUTIES**

26.1 CGST/SGST/UTGST/IGST

26.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.

26.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice.

26.1.3 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract.

26.1.4 In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN code and quotes rates, the evaluation shall be done on quoted price and correct GST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price).

Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	OEM's authorized letter/certificate for quoting this tender	
2	Complete tender in all respects **duly signed & stamped** on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
3	i)Copy of GST registration.	**To be Quoted**
	ii)HSN Code/ Service Activity No. a) Licenses b) AMC c) RE	
	iii)Type of GST (IGST/CGST + SGST/UTGST)	
	iv) GST % applicable on a) Licenses b) AMC c) RE	
4	Copy of **PAN** card.	
5	EFT DETAILS	
6	**No Deviation certificate**	
7	**Declaration** Certificate	
8	**Un price Bid** [quoted with "Q"] in PRICE FORMAT – Annex-II	
9	**CANCELLED CHEQUE**	
10	**PRICE BID: Vendor to fill Price bid in FORMAT – Annex-II**	

Details of Party

S. N.	Description	Details
1	**Name of the Party**	
2	**Address of the party**	
3	**Contact Person's Name**	1) 2)
4	**Cell No. of Contact Person**	1) 2)
5	**Land Line No./mobile no**	1) 2)
6	**FAX No.**	
7	**E-mail ID of the vendors**	1) 2)
8	**E-mail ID of the company**	
8	**PAN No.**	

<u>BIDDER's COMPANY LETTER HEAD</u>

No Deviation Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

<u>Or</u>

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

1.
2.
3.
4.

BIDDER's COMPANY LETTER HEAD

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

2. OEM's authorized letter/certificate for quoting this tender

3. Copy of PAN card.

4. A copy of cancelled CHEQUE.

5. Customers POs/ WOs copies and completion certificate

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 ……………………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 …………….. 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 up to and including…………………………….. [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 ………………………………[7] we shall be discharged from all liabilities under this guarantee thereafter.

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……………………….. [8]
b) This Guarantee shall be valid up to ……………..[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.

DATE - For and on behalf of

PLACE (Name of the Bank)

- **NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited**
- **NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.**
- **DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE**
- **PROJECT/SUPPLY DETAILS**
- **BG AMOUNT IN FIGURES AND WORDS**
- **VALIDITY DATE**
- **DATE OF EXPIRY OF CLAIM PERIOD**
- **BG AMOUNT IN FIGURES AND WORDS.**
- **VALIDITY DATE**
- **DATE OF EXPIRY OF CLAIM PERIOD**

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

2. **In Case of Bank Guarantees submitted by Foreign Vendors-**
   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can

be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented resented in electronic form.