



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender for Installation & Maintenance of ACs on rental basis for BHEL House, Asiad.



Bharat Heavy Electricals Limited
Corporate Administration Department, BHEL
House, Siri Fort, New Delhi-110049
Tel: 011-6633 7438



TENDER ENQUIRY

Ref: AA:GAX:14:AC:103

Date: 28.02.2015

Submission of tender on 09.03.2015 by 02:30 PM

Due date for opening on 09.03.2015 at 03:30 PM

Sub: Tender for Installation & Maintenance of ACs on rental basis for BHEL House, Asiad.

BHEL wants to enter into a tender for Installation & Maintenance of ACs on rental basis for a period of one year. Items to be supplied by the bidder are as follows-

Table-1

S. No.	Description of Items	Quantity of machines
1	Split ACs having Minimum 2 TR Capacity (including Indoor unit, Outdoor unit, stabilizer if required, Stand for outdoor unit, insulated copper pipe (5 mtr), PVC drain pipe (5 mtr), Electrical wire (10 mtr) and any other item required for installation and operation of ACs)	16
2	Ductable Package ACs (Floor/ Ceiling mounted) having Minimum 8.5 TR Capacity (Indoor unit, Outdoor unit, stabilizer if required, hanging/ on platform, insulated copper pipe (5mtr), Electrical wire (10mtr.), Canvassing if required and any other material required for installation and operation of Ductable Package ACs)	24
TOTAL ACs		40

1.0 SCOPE OF WORK

- 1.1 Location of machines to be installed & maintained shall be BHEL House, Siri Fort, New Delhi-110049
- 1.2 Installation and Commissioning of all ACs, including canvassing, PVC Drain Pipe, Copper pipe, electrical wire and other item required for operation of ACs in all respect.
- 1.3 Maintenance/ Inspection of ACs whenever called for during working hours (9:00 AM to 5:30 PM) within the validity of contract. De-installation of all ACs after expiry of contract.
- 1.4 Replacement/ repair of all spare parts, such as, Compressor, Starting Components, Thermostat, Selector Switch, Fan, Motor, etc.
- 1.5 Recharging of refrigerant for all ACs wherever installed by bidder.



- 1.6 Dismantling/ removing and re-installation of ACs, if required would be provided by the bidder on chargeable basis during validity of contract.
- 1.7 3 phase Power connection near each indoor/ outdoor unit shall be provided by BHEL.
- 1.8 Copper pipe, PVC drain pipe and electrical wire in excess of quantity required as mentioned in table 1 will be provided by BHEL.

2.0 PRE – QUALIFYING CRITERIA

- 2.1 Bidder must have PAN No. and Service Tax No.
- 2.2 Bidder's average Annual financial turnover during the last three financial years ending 31.03.2014 should be at least Rs. 5.5 Lakhs.
- 2.3 The experience of having successfully completed or ongoing contract with at least one year experience for similar Job/ services (similar completed or ongoing Job/ services shall mean contract for Installation & Maintenance of ACs on rental basis during last 7 years ending on 31.01.2015 should be either of the following:-

a) Three similar completed jobs/ services with annual contract value not less than ₹ 6.84 lakhs

Or

b) Two similar completed jobs/ services with annual contract value not less than ₹ 8.56 Lakhs

Or

c) One similar completed jobs/ services with annual contract value not less than ₹ 13.69 Lakhs.

Work completion/ongoing project certificates with Quantum of business done from the clients shall be submitted as against S.No.2.3 of Pre-qualifying Criteria.

3.0 GENERAL TERMS & CONDITIONS OF CONTRACT

- 3.1 The Contract will not cover, if there is any loss or damage due to normal wears & tears, earthquake, volcanic eruption or other calamities of nature, war, act of foreign enemy hostilities or warlike operations, civil war mutiny, revolution conspiracy, military or usurped power.
- 3.2 All units to be covered under Annual Maintenance Contract (AMC) till contract period.
- 3.3 BHEL reserves the right to increase or decrease the quantity of machines by 10 % at the same rates and terms & conditions of this contract.
- 3.4 **Evaluation Criteria:** Work order will be placed on lowest bidder for the complete scope of work, for which the bidder has emerged as lowest bidder in the evaluation of price bid on the basis of "Total Amount, inclusive of all taxes and duties excluding service tax" quoted by the bidder (refer price bid format Annexure-A). **Evaluation of the Bidders will be done on overall quote basis for the complete work and entire job will be awarded to one bidder.**



- 3.5 Bids shall be submitted on or before the due date. Delayed/ Incomplete offers are liable to be rejected.
- 3.6 Bidders may inspect the site thoroughly before submitting their offer.
- 3.7 The prices must be quoted in enclosed price bid format only at Annexure-A.
- 3.8 All documents submitted should be duly signed and stamped.
- 3.9 Bids with overwriting are liable to be rejected.
- 3.10 Prices quoted by the bidders will be firm and no escalation for whatsoever reason will be paid to the bidder for execution of the above job.
- 3.11 Price Bids opening/ Participation in Reverse Auction shall be for Technically and Commercially acceptable parties only.
- 3.12 All tools & tackles required for maintenance work shall have to be provided by the bidder at no extra cost.
- 3.13 Any machine damaged due to mishandling by the person deputed by the bidder shall have to be restored back to its original condition by the bidder at their own cost.
- 3.14 The bidder should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected. Deviations, if any, mentioned elsewhere in bid apart from Annexure-C – "ACCEPTANCE LETTER/ DEVIATION CERTIFICATE" shall be treated as null and void by BHEL.
- 3.15 Rates shall remain valid for the contract period of **one year**. No request will be entertained for any increase of rates during the validity of contract period what so ever may be the reason. Service Tax, if any, will be applicable as per Govt. notification.
- 3.16 **Validity of offer:** Your offer shall be valid for 60 days from the date of opening of Price Bid.
- 3.17 Rates quoted should be inclusive of all taxes and duties excluding service tax. Service tax shall be reimbursed based on documentary evidence provided. However, statutory variation, if any, in respect of Service Tax, etc shall be admissible during the validity of contract.
- 3.18 No revision of prices shall be entertained after bids have been opened.
- 3.19 Bid should be free from correction and erasers. Corrections, if any, must be counter-signed. If there is a difference between price quoted in words and figures or there is any other discrepancy in the Price Schedule, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 3.20 Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of bidders or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.



3.21 Provision of all tools and tackles shall be in the scope of the bidder.

3.22 Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offers for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above.

3.23 Terms and Conditions of Reverse Auction (RA)

- a) BHEL may go for Reverse Auction (on-line bidding on Internet) instead of opening the submitted sealed paper price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
- b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- c) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- d) BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- e) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- f) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- g) Reverse auction will be conducted on a scheduled date & time.
- h) At the end of Reverse Auction event, the lowest bid value will be known on the network.
- i) The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- j) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- k) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the paper Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- l) In the event of finalization of award through Reserve Auction, the ratio of Final Bid Price and the opening bid price as per S. No. 10 of Price Bid Format shall be applied on all the components of Price Bid Format to arrive at the final ordering price.



4.0 SPECIAL TERMS & CONDITIONS OF CONTRACT

- 4.1 **Validity of Contract:** The contract shall be valid for one year from the date of award of contract. Due to Renovation work, which is going on at BHEL House, Asiad Office, BHEL may further extend the validity of contract for another one year on mutual consent for same terms & conditions.
- 4.2 Damage to any AC (Split, Ductable Package) due to any reason will be borne by the bidder through their Insurance.
- 4.3 Any Civil foundation related work and pre – installation site preparation will be provided by BHEL.

5.0 PAYMENT TERMS

- 5.1 Payment will be made on the basis of actual quantity of ACs installed and on measurement of items supplied.
- 5.2 Payment will be made **in advance on annual basis** after installation of ACs **subject to submission of bank guarantee** as per Annexure-G for an amount equivalent to period of one year and valid till date of rent contract.
- 5.3 Any statutory deduction at source, as applicable, will be deducted from your bills.

6.0 CONTRACT LAW, NOTICE AND ARBITRATION

6.1 Arbitration

- a) In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Department, the following clause shall be applicable-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.



6.2 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.

6.3 Jurisdiction of Court

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

6.4 Default / Breach of Contract, Insolvency and Risk Purchase

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases made by the Purchaser at the risk and cost of the seller/ contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

7.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- 7.1 The offer is to be submitted in two-part bid in sealed covers. The quotation should reach the tender box placed at Corporate Office Reception, BHEL House, Siri Fort, Delhi-110049 by 02:30 PM on or before the due date (09.03.2015)



i. **Part-I: Techno-Commercial Bid**

This part shall contain the following documents duly signed and stamped:

- PQR Documents, Scope of Work, General Terms & Conditions of the Contract, Special Terms & Conditions of Contract Payment Terms, Contract Law, Notice and Arbitration.
- Acceptance letter/Deviation certificate - The bidder generally should accept all terms and conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected. (Annexure-C)
- Bidder's Details (Annexure-D)
- Declaration (Annexure-E)
- Checklist (Annexure-F)
- All documents as required against the defined PQR at Clause No. 2.0 above should be duly signed and stamped by the Bidder.

ii. **Part-II: Price Bid**

Part-II shall contain Prices only as per Annexure-A and 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 as indicated above.

This part shall be submitted in a Sealed Cover with bidder's Seal super-scribed with correct Enquiry No., due date of opening and 'Part-II: PRICE BID'. Rates shall be quoted both in words and figures.

- 7.2 The above two separate covers (Cover I & II) shall together be enclosed in a third envelope and this sealed cover shall be super scribed with Tender name, Tender No., Due date & Time and submitted to this office.
- 7.3 Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid.
- 7.4 Incomplete tender in any respect, are liable to be rejected.
- 7.5 **Bid Opening**

Part-I (Techno-Commercial Bids) will be opened at 03.30 PM on the due date in the presence of bidders who may like to be present. Part-II (Price Bids) shall be opened of those bidders only who will be technically & commercially qualified vendors / parties in Part-I bid. Date and time of opening of Part-II (Price Bids) shall be communicated separately.

Manish Bhaskar
28/2/15

मनीष कुमार भास्कर / MANISH KR. BHASKAR
वरिष्ठ कार्यपालक / Senior Executive
मानव संसाधन / Human Resources
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
बी.एच.ई.एल. हाऊस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110 049 / New Delhi - 110 049



PRICE BID FORMAT

S No.	Description of Items	Quantity of item (A)	Unit Rate (Rs.) (B)	Amount per year (Rs.) (C=A*B)
PART-A				
1	Charges for rent and maintenance of Split ACs (Minimum Capacity-2 TR) per year (Details at Table-1, Page No. 2 of Tender Enquiry)	16 No.		
2	Charges for rent and maintenance of Ductable Package ACs (Floor/ Ceiling mounted, minimum Capacity-8.5 TR) per year (Details at Table-1, Page No. 2 of Tender Enquiry)	24 No.		
PART-B				
3	Charges for Dismantling and removing of Split AC during contract period	01 No.		
4	PVC Drain Pipe for both Split & Ductable Package AC	01 mtr.		
5	Insulated Copper Pipe (size as required) for both Split & Ductable Package AC	01 mtr.		
6	Copper wire (size as required) for both Split & Ductable Package AC	01 mtr.		
Total Amount per year (inclusive of all taxes and duties excluding service tax) Rs. =				

Evaluation Criteria

1. Bids shall be evaluated on the basis of "Total Amount per year, inclusive of all taxes and duties excluding Service Tax" quoted by the bidder. Therefore, bidder should fill amount for one year at Sl. No. 1, and 2 above. For Sl. No. 3, 4, 5, and 6, amount to be filled for unit job only.
2. Order shall be placed on overall (Part-A + Part-B) L-1 rates.
3. The above requirement is indicative and is to be considered for bid evaluation purpose only. However, Payment will be made on the basis of actual quantity of ACs installed as per Part-A and on measurement of items supplied as per Part-B.

Signature

With name, Designation & seal of the firm



UNPRICE BID FORMAT

S No.	Description of Items	Quantity of item (A)	Unit Rate (Rs.) (B)	Amount per year (Rs.) (C=A*B)
PART-A				
1	Charges for rent and maintenance of Split ACs (Minimum Capacity-2 TR) per year (Details at Table-1, Page No. 2 of Tender Enquiry)	16 No.		
2	Charges for rent and maintenance of Ductable Package ACs (Floor/ Ceiling mounted, minimum Capacity-8.5 TR) per year (Details at Table-1, Page No. 2 of Tender Enquiry)	24 No.		
PART-B				
1	Charges for Dismantling and removing of Split AC during contract period	1 No.		
2	PVC Drain Pipe for both Split & Ductable Package AC	01 mtr.		
3	Insulated Copper Pipe (size as required) for both Split & Ductable Package AC	01 mtr.		
4	Copper wire (size as required) for both Split & Ductable Package AC	01 mtr.		
Total Amount per year (inclusive of all taxes and duties excluding service tax) Rs. =				

Evaluation Criteria

- Bids shall be evaluated on the basis of "Total Amount per year, inclusive of all taxes and duties excluding Service Tax" quoted by the bidder. Therefore, bidder should fill amount for one year at Sl. No. 1, and 2 above. For Sl. No. 3, 4, 5, and 6, amount to be filled for unit job only.
- Order shall be placed on overall (Part-A + Part-B) L-1 rates.
- The above requirement is indicative and is to be considered for bid evaluation purpose only. However, Payment will be made on the basis of actual quantity of ACs installed as per Part-A and on measurement of items supplied as per Part-B.

Signature

With name, Designation & seal of the firm



Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to clause Nos. of terms & conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:14:AC:103 dated 28.02.2015. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature

With name, designation & seal of the firm



BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

Signature

With name, Designation & seal of the firm

Handwritten signature: Anil Sharma



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Bharat Heavy Electricals Limited

ANNEXURE-E

Declaration

I / We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm / partner or the company.

Signature

With name, designation & seal of the firm



CHECK-LIST

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

S No.	Description of requirement	Yes/ No/ NA	Page Nos.
1	Scope of Work, PQR, General Terms & Conditions, Special Terms & Conditions and Payment Terms		
2	Price Bid (Annexure – 'A')		
3	Un-Price Bid (Annexure – 'B')		
4	Acceptance / Deviation Certificate (Annexure – 'C')		
5	Bidder's Details (Annexure – 'D')		
6	Declaration (Annexure- 'E')		
7	Checklist (Annexure – "F")		

Signature
With name, Designation & seal of the firm



SECURITY DEPOSIT CUM BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi-110049 through it's office complex at BHEL House, Siri Fort, Delhi-110049 herein after called " The Company"(which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully



and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs(Rupees.....). Our guarantee shall remain in force un till....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank
(Signatory No,.....)

WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.