

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Tender for
Comprehensive Annual Maintenance Contract of Fire Extinguishers
installed at BHEL House & BHEL Corporate Communication

Corporate Administration

कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049

Tender Ref No. AA:GAX:15:FP:301 Date: 26.08.2015

Naresh Chandra

Submission of tender on 16.09.2015 by 11:00 AM
Due date for opening on 16.09.2015 at 02:30 PM

SUBJECT: Comprehensive Annual Maintenance Contract (AMC) of Fire Extinguishers installed at BHEL House & BHEL Corporate Communication

Total 155 nos. of fire extinguishers of various types are installed at BHEL offices (145 nos. at BHEL House, Siri Fort, New Delhi and 10 nos. at BHEL Corporate Communication (CC), Jeevan Tara Building, Parliament Street, New Delhi). BHEL wants to enter into Annual Maintenance Contract for a period of two years for Fire extinguishers installed at BHEL House & BHEL CC.

1.0 PREQUALIFYING CRITERIA

- 1.1 The bidder should have PAN No., Service Tax No.
- 1.2 The bidder's average Annual financial turnover during the last three financial years ending 31.03.2014 should be at least Rs. 60,000/-.
- 1.3 The bidder should have successfully completed similar Job/ services (similar completed Job/ services shall mean contract for Comprehensive Annual Maintenance of all/ any types of fire extinguishers) during last 7 years ending on 31.07.2015. The experience should be either of the following-
- a) Three similar completed jobs/ services with annual contract value not less than Rs. 79,500/-.
Or
 - b) Two similar completed jobs/ services with annual contract value not less than Rs. 99,500/.
Or
 - c) One similar completed jobs/ services with annual contract value not less than Rs. 1.58 Lakhs.
- 1.4 Documents Required in Support of Pre-Qualifying Requirement (PQR at clause no. 1.0) -
- a) Copy of the PAN card, Service Tax No. as per S. No. 1.1.
 - b) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2014-15, CA certificate for the same shall be furnished.
 - c) Copy of acknowledgements of IT return of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14 (AY 2012-13, 2013-14 & 2014-15).
 - d) Copies of Work Orders/ award letters along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.07.2015 as against S. No. 1.3.

Santhi Chatterjee

2.0 SCOPE OF WORK

- 2.1 This Comprehensive annual maintenance contract shall cover refilling, painting, inspection, servicing, marking & reinstallation of fire extinguishers for two years. **Fire extinguishers are installed at BHEL House, Siri Fort and BHEL Corporate Communication (BHEL CC), Jeevan Tara Building, Parliament Street, New Delhi.** Details are as per Table-1 below:

TABLE-1

S. No	Description	Quantity (Nos.)		Total Qty. (Nos.)
		BHEL House	BHEL CC	
1	CO ₂ 4.5 Kg capacity	65	03	68
2	CO ₂ 2 Kg capacity	01	01	02
3	Water CO ₂ 9 Ltr. Capacity	05	01	06
4	Mechanical Foam Type 9 Ltr. Capacity	04	00	04
5	Dry Chemical Powder, 10Kg capacity	36	02	38
6	Dry Chemical Powder, 5 Kg capacity	03	02	05
7	Mechanical foam 135 Ltrs capacity with CO ₂ 2.5 Kg capacity	03	00	03
8	ABC powder type, 1 Kg	18	00	18
9	ABC powder type, 4 Kg	00	01	01
10	ABC powder type, 6 Kg	10	00	10
11	TOTAL NUMBER OF FIRE EXTINGUISHERS	145	10	155

- 2.2 All fire extinguishers (CO₂, Water CO₂, Dry Chemical Powder, Mechanical Foam, ABC etc.) installed in BHEL House & BHEL CC are likely to be refilled once in a year before or on due date of refilling and vendor need to submit a report of testing of cylinders. Refilling of all cylinders may be carried in two phases to avoid the non availability of fire extinguishers in building.
- 2.3 At the time of refilling, BHEL representative will visit the place of refilling either at refilling factory or your premises and will operate sample extinguishers to ascertain the satisfactory refilling and only then, refilled cylinders will be accepted.
- 2.4 Painting (with post office red paint) on each fire extinguisher must be done at each annual refilling.
- 2.5 Your Service Engineer should check and inspect all the fire extinguishers on monthly basis as per format attached at Annexure-I.
- 2.6 Following markings/stickers are required on each fire extinguisher:
- Marking of refilling date and expiry date should be clearly mentioned on every fire extinguisher.
 - Instructions (Bilingual) on how to operate extinguisher along with type of fire.

Lawit Bhambor

2.7 Mock drills shall be organized by BHEL on quarterly basis to provide hand on experience to our security officials on How to operate and maintain fire extinguishers. Bidder may also depute their representative.

2.8 During mock drill if any cylinder/s is/are found faulty or fail to operate, then that cylinder/s is/are to be refilled by bidder at no extra cost irrespective of whether bidder's representative is present or not.

In case if bidder's representative is not present, then bidder has to agree with BHEL's Engineer in charge observation and refill the faulty cylinder/s at no extra cost.

2.9 Any spare part (Hose pipe, Operating/Discharge Levers, Safety Pins, Pressure Gauge, Plunger, Gun metal cap etc), required during the servicing of fire extinguisher shall be supplied by the bidder at no extra cost.

2.10 Any refilling of fire extinguishers (including extinguisher exhausted during mock drill) other than mentioned above at Clause No. 2.8, due to any reason shall be borne by BHEL.

3.0 TERMS & CONDITIONS

3.1 **Validity of Contract:** The contract shall be valid for two years from the date of award.

3.2 Bids shall be submitted on or before the due date in two parts.

3.3 **The prices** should be quoted in the price bid format only at **Annexure-VI** (enclosed). If the prices will be quoted in any other form and at any other place, then the bid is liable to be rejected.

3.4 Comprehensive AMC order will be placed on overall L1 vendor only, in order to maintain the uniformity in works.

3.5 All documents submitted should be duly signed and stamped.

3.6 All tools & tackles required for maintenance and testing work shall have to be provided by the bidder at no extra cost.

3.7 The fire extinguishers shall be hydraulically pressure tested at the time of refilling by the vendor as per IS 2190:2010 Code/specifications before refilling etc. and a certificate to this effect shall be submitted.

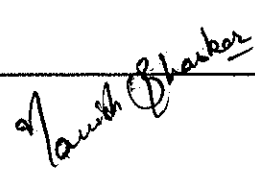
3.8 The spare parts, refilling material etc. used by the bidder should conform to IS specifications as applicable.

3.9 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.

3.10 The quantities indicated are approximate and it may vary as per requirement of BHEL from time to time. BHEL reserves the right to increase/ decrease the quantity of fire extinguishers by 10%.

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Laith Bhabha

- 3.11 Bids with overwriting are liable to be rejected.
- 3.12 The bidder should accept all terms and 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 III -"Acceptance letter/ deviation certificate" whether techno-commercial bid or price bid shall be treated as null and void by BHEL.
- 3.13 Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest 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.
- 3.14 **Validity of Offer:** The offers submitted by the parties shall be valid for a period of 90 days from the date of opening of Part-1 bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.
- 3.15 **Security Deposit:** The security deposit shall be 10% of the Contract Value. The bidder must deposit the required amount of security within 15 days from the date of issue of order in any of the following form:
- a) Cash (as permissible under income tax act)
 - b) Pay order, Demand draft in favour of BHEL
 - c) Local cheque of scheduled banks, subject to realization.
 - d) Bank Guarantee from scheduled banks/ public financial institutions as prescribed Performa as per **Annexure-IX**.
 - e) 50% in any of the above forms and Balance 50% shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to the period of order issued. It may be noted that in no case the security deposit shall be refunded or released prior to passing of final bill.
- 3.16 If the services of the bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the bidder does not rectify the non-performance notified, within the aforesaid notice period.
- 3.17 Bids 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. Bids received after due date & time are liable to be rejected.
- 3.18 **Penalty Clause:** Non refilling of fire extinguishers before or on due date will be treated as non-compliance of Order and hence penalty will be imposed accordingly i.e. 0.5% per week of the respective per cylinder unit rate (As per description of Fire Extinguishers in price bid at Annexure - VII), to the maximum of 10% of AMC order value.
- 3.19 The accepted price shall remain firm for the entire duration of contract.



4.0 PAYMENT TERMS

- 4.1 The AMC charges shall be paid in arrears on quarterly basis after satisfactory completion of work in each quarter.
- 4.2 Any statutory deduction at source, as applicable, will be deducted from your bills.

5.0 CONTRACT LAW, NOTICE AND ARBITRATION

5.1 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.

5.2 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.

5.3 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.

Lawthi Bhargava

5.4 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.

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.

6.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

- 6.1 Bids shall be submitted latest by 11.00 Hrs on or before the due date (16.09.2015), in two parts as given below at the Tender Box placed near Security, Corporate Reception, BHEL House, Siri Fort, Delhi-110049.
- 6.2 Bids 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.
- 6.3 Incomplete bid in any respect, are liable to be rejected.
- 6.4 The offer is to be submitted in two part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry.

a/ Anish Ghosh

- a) **Envelop I:** This envelop should be clearly marked as **Techno- commercial bid** and should contain following documents:
- Copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder.
 - Copies of Purchase Orders/ award letters indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.07.2015 as against S. No.1.3 of Pre-Qualifying Criteria.
 - Monthly Report as per **Annexure-I**.
 - Un-Price Bid as per **Annexure-II**.
 - Acceptance/ Deviation certificate as per **Annexure-III**.
 - Declaration as per **Annexure-IV**.
 - Bidder's details as per **Annexure-V**.
 - Complete tender document duly signed and stamped by the bidder.
- b) **Envelop II:** This envelop should contain only Price bid (**enclosed at Annexure-VI**) format with prices. This envelop should be clearly marked as **Price bid**.

Manish Bhaskar
26/8/15

मनीष कुमार भारस्कर / 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

MONTHLY REPORT FORMAT

S No.	Type	Capacity	Year of manufacture	Make	Location of installation	Monthly Inspection Dates	Pressure Tested on / Weight	Refilled on	Due For Refilling	Remarks/ Observations

Signature
With name, Designation & seal of the Firm

21/ Anish Bhaskar

ANNEXURE-II**UN-PRICE BID**

S. No	Description of Fire Extinguishers Refilling and Servicing of following fire extinguishers during AMC period	Quantity (Nos.)		Total Qty. (No.) (1)	Unit Rate for ONE year (Rs.) (2)	Total Amount for ONE year (Rs.) (1*2)
		BHEL House	BHEL CC			
1	CO ₂ 4.5 Kg capacity	65	03	68	Q	Q
2	CO ₂ 2 Kg capacity	01	01	02	Q	Q
3	Water CO ₂ 9 Ltr. Capacity	05	01	06	Q	Q
4	Mechanical Foam Type 9 Ltr. Capacity	04	00	04	Q	Q
5	Dry Chemical Powder, 10Kg capacity	36	02	38	Q	Q
6	Dry Chemical Powder, 5 Kg capacity	03	02	05	Q	Q
7	Mechanical foam 135 Ltrs capacity with CO ₂ 2.5 Kg capacity	03	00	03	Q	Q
8	ABC powder type, 1 Kg	18	00	18	Q	Q
9	ABC powder type, 4 Kg	00	01	01	Q	Q
10	ABC powder type, 6 Kg	10	00	10	Q	Q
11	Total No. of Fire Extinguishers	145	10	155		
12	TOTAL Amount of Package for ONE Year					Q
13	Taxes (Applicable as on date)					Q
14	TOTAL (including taxes) for AMC of ONE year (A)					Q
15	GRAND TOTAL (including taxes) for AMC of TWO years (2 X Sl. No. 14)					Q

Note:

1. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then the bid is liable to be rejected.
2. AMC order will be placed on overall L1 vendor only (as per Grand Total quoted at S. No. 15 above in the table), in order to maintain the uniformity in Works.

Signature
With name, Designation & seal of the Firm

anish Bhasin

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all technical and commercial terms and conditions of the above tender.

Or

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

(Give reference of Para Nos. which are not acceptable, alongwith the Annexure No. of the relevant document)

1.

2.

3.

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:15:FP:301 dated 26.08.2015. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL."

Signature
With name, Designation & seal of the firm

of Ansh Bha...
11

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

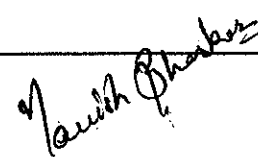
of Laxmi Bhargava

BIDDER'S DETAILS

S No.	Bidder's Details	
1	Name of Vendor/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: Submit a cancelled cheque for verification of above bank details

Signature
With name, Designation & seal of the firm



ANNEXURE-VI**PRICE BID**

S. No	Description of Fire Extinguishers	Quantity (Nos.)		Total Qty. (No.) (1)	Unit Rate for ONE year (Rs.) (2)	Total Amount for ONE year (Rs.) (1*2)
	Refilling and Servicing of following fire extinguishers during AMC period	BHEL House	BHEL CC			
1	CO ₂ 4.5 Kg capacity	65	03	68		
2	CO ₂ 2 Kg capacity	01	01	02		
3	Water CO ₂ 9 Ltr. Capacity	05	01	06		
4	Mechanical Foam Type 9 Ltr. Capacity	04	00	04		
5	Dry Chemical Powder, 10Kg capacity	36	02	38		
6	Dry Chemical Powder, 5 Kg capacity	03	02	05		
7	Mechanical foam 135 Ltrs capacity with CO ₂ 2.5 Kg capacity	03	00	03		
8	ABC powder type, 1 Kg	18	00	18		
9	ABC powder type, 4 Kg	00	01	01		
10	ABC powder type, 6 Kg	10	00	10		
11	Total No. of Fire Extinguishers	145	10	155		
12	TOTAL Amount of Package for ONE Year					
13	Taxes (Applicable as on date)					
14	TOTAL (including taxes) for AMC of ONE year (A)					
15	GRAND TOTAL (including taxes) for AMC of TWO years (2 X Sl. No. 14)					

Note:

- The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then the bid is liable to be rejected.
- AMC order will be placed on overall L1 bidder only (as per Grand Total quoted at S. No. 15 above in the table), in order to maintain the uniformity in Works.

Signature
With name, Designation & seal of the Firm

1/20/2018
14/11/2018

SECURITY DEPOSIT 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 Noida, distt, GautamBudha Nagar (UP) - 201301 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.

of
Sanjay Bhatnagar

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 its 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 its 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 its 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 until....., 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.

9/12/16
Lawish Bhatia

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.

of
Santhi Shankar