

	<b>ELECTRIC &amp; PHOTOVOLTAIC DIVISION</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00</b>	<b>SPV RAW MATERIAL ARC GLASS 3.2 MM</b>
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**Tender Ref: 8516ARC DT 17.07.2019**



These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev R0) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

Terms & Conditions:		
1.	<b>Type of Contract</b>	Supply
2.	<b>Consignee address</b>	STORES INCHARGE BHARAT HEAVY ELECTRICALS LIMITED ELECTRIC & PHOTOVOLTAIC DIVISION PROF. CNR RAO CIRCLE, SCIENCE INSTITUTE POST, MALLESWARAM, BANGALORE-560012.  Consignee address in LR should be strictly as per above.
3.	<b>Buyer and Paying Authority</b>	BHARAT HEAVY ELECTRICALS LIMITED - ELECTRIC & PHOTOVOLTAIC DIVISION (Formerly known as Electroporcelains Division)
4.	<b>Mode of Dispatch</b>	<b>By Road/Sea.</b> Note: It is Vendor's responsibility to ensure availability of Trucks/ships schedule etc. well in advance for dispatch of material to meet contractual delivery requirement. It is also the vendor's responsibility to ensure material is dispatched through shortest possible route.
5.	<b>Price basis</b>	<b>Indigenous purchase</b> – Firm, till the completion of contract. Ex-WORKS, inclusive of packing & forwarding charges and freight basis. Taxes and duties to be paid in line with GCC. Material to be dispatched on freight pre-paid basis to BHEL EPD. <b>Foreign purchase:</b> Firm, till the completion of contract. CFR – ICD BANGALORE basis inclusive of testing, inspection, packing & forwarding & freight charges to be paid in line with GCC. Material to be dispatched by sea, on freight pre-paid basis including destination charges as per GCC Clause no. 8 DELIVERY TERM & Clause 8.2.5.
6.	<b>Transit Insurance</b>	In BHEL Scope. Insurance details shall be informed along with the NIT / Purchase Order.  Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR /BL copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent by email to the <a href="mailto:rita.bawa@newindia.co.in">rita.bawa@newindia.co.in</a> ; <a href="mailto:radha.ramakrishnan@newindia.co.in">radha.ramakrishnan@newindia.co.in</a> & copy to the following : Email ID: <a href="mailto:ketan@bhel.in">ketan@bhel.in</a> <a href="mailto:pradipbaro@bhel.in">pradipbaro@bhel.in</a>

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		<p>Insurance Details:-</p> <p>1. For export/import  <b>The New India Assurance Co. Ltd.</b>  <b>Add: 301, 3<sup>rd</sup> floor, RG City Cente, LSC Block-B, Lawrence Road, New Delhi, 110035.</b>  Policy number: <b>930000 211903 000 00003</b>  Period: 01/06/2019 - 31/05/2020  Email ID: <a href="mailto:rita.bawa@newindia.co.in">rita.bawa@newindia.co.in</a>; <a href="mailto:radha.ramakrishnan@newindia.co.in">radha.ramakrishnan@newindia.co.in</a>  Tel: 011-27196505; Fax: 011-27196516</p> <p>2. For Indigenous  <b>The New India Assurance Co. Ltd.</b>  <b>Add: 301, 3<sup>rd</sup> floor, RG City Cente, LSC Block-B, Lawrence Road, New Delhi, 110035.</b>  Policy no: <b>930000 211902 000 00013</b>  Period: 01/06/2019 – 31/05/2020  Email ID: <a href="mailto:rita.bawa@newindia.co.in">rita.bawa@newindia.co.in</a>; <a href="mailto:radha.ramakrishnan@newindia.co.in">radha.ramakrishnan@newindia.co.in</a>  Tel: 011-27196505; Fax: 011-27196516</p>
7.	<b>Unloading at EPD/ Transportation from ICD Bangalore to EPD in case of imports</b>	In the scope of <b>BHEL-EPD</b>
8.	<b>Delivery</b>	<p>Delivery shall be in staggered manner as follows:-  Completion of supply shall be within 225 DAYS from the date of PO.</p> <p>30% of PO quantity within 45 DAYS from the date of PO.  60% of PO quantity within 135 DAYS from the date of PO.  Remaining PO quantity within 225 DAYS from the date of PO.</p> <p>Quantity tolerance of +/- 5% shall be acceptable for each lot except last lot.  However, the total quantity shall not exceed PO quantity.</p>
9.	<b>Payment terms</b>	<p>Clause no: 9.1 of GCC R0 to be read as follows:-</p> <p><b>9.1 For Indigenous Purchase:-</b></p> <p><b>FOR SUPPLY OF ITEMS ( SI No. 1 of Price format)</b></p> <p>9.1.1 100% of basic price of material supplied, as per PO, along with 100% taxes &amp; duties (as applicable) &amp; freight charges, shall be paid on pro-rata basis within 45 days from the date of receipt of goods &amp; receipt of complete documents as per order/contract subject to acceptance of materials.</p>

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		<p>2% of basic value shall be deducted from payment as TDS &amp; TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 1.10.2018. Kindly go thru the latest amendment in GST Law.</p> <p><b>For THIRD PARTY INSPECTION CHARGES ( SI No. 2 of Price format)</b> 9.1.3 100% of TPI Charges shall be paid on pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL.</p> <p><b>9.2 For Foreign Purchase – Imports</b> <b>FOR SUPPLY OF ITEMS ( SI No. 1 of Price format)</b> 9.2.1 100% of price of material supplied, as per PO, on CAD basis pro-rata within 70 days from the date of Bill of Lading on receipt of complete documents specified in PO at BHEL BANK. Respective bank charges to respective account.</p> <p><b>For THIRD PARTY INSPECTION CHARGES ( SI No. 2 of Price format)</b> 9.2.3 100% of TPI Charges shall be paid on CAD basis pro-rata within 45 days from the date of BHEL CERTIFICATION against successful completion of inspection on receipt of original invoice and Certification document at BHEL BANK.</p> <p>In case of Foreign bidders opting for payment through irrevocable and unconfirmed letter of credit, the same shall be opened by BHEL within 12 days from the request to do so by the vendor along with required details. <b>The usance period for LC will be 120 days from the date of Bill of Lading (B/L) for supplies &amp; also for TPI (s.no. 2 of price format) the usance period shall be 120 days from the date of MDCC.</b> LC opening/ negotiation/ confirmation charges will be to vendor's account.</p>
10.	<b>Guarantee Certificate</b>	Not applicable.
11.	<b>Submission of Contract Execution Bank Guarantee (CEBG)</b>	<p><b>Applicable.</b> Clause no 11.0 of GCC to be read as follows:-</p> <ol style="list-style-type: none"> <li>1. The vendor shall submit Contract Performance Bank Guarantee within 10 days from the date of LOI/LOA/PO (as per Annexure-IV) for 5% of Order/ Contract value (excluding taxes &amp; duties) to cover the due performance of Order/ Contract.</li> <li>2. In case the order is to be placed in foreign currency, the BG must also be in foreign currency, so specified by the Purchaser. Foreign vendors seeking payment through Letter of Credit (LC) should submit the Bank Guarantee before LC opening.</li> </ol>

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		<p>3. Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in order/ contract value up to 20%. Beyond this, the Seller/ Contractor shall arrange to enhance or reduce the value of the Bank Guarantee accordingly.</p> <p>4. Validity of the Bank Guarantee shall be for the entire contract period + 3 months claim period. Initially, it should be at least 8 months + 3 months claim period, later extended to cover the entire contract period, two months before its expiry.</p> <p>5. Purchaser reserves 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 fulfillment of performance of the Order/ Contract.</p> <p>6. Equivalent amount shall be recovered from payment due to the Seller/ Contractor, before releasing any payment, in absence of a valid bank guarantee.</p> <p>7. Bank Guarantees shall be from Consortium Bank as per Annexure-X. Bank guarantees from cooperative banks/ non-scheduled banks are not acceptable.</p> <p>8. In case of private sector banks, a clause to be incorporated in the text of bank guarantee that it can be enforced by being presented at any branch of the bank located in Bangalore.</p> <p>9. Two witness signatures from bank officials, other than the bank official who has already signed is a must. BG is to be submitted directly by the issuing bank to concerned purchase officer, under registered post (A/D).</p> <p>10. The Bank Guarantee to be provided in the hard and not in the SFMS format". Our bank details are as follows:</p> <p style="text-align: center;"><b>Name of Site/division:</b> BHEL EPD  <b>Name of Bank:</b> IDBI BANK, SPECIALIZED CORPORATE BRANCH</p> <p style="text-align: center;"><b>Branch Address:</b> 102, SHAKTHI COMFORT TOWER,  KH ROAD, BANGALORE- 560027  PH NO 67121025  KIND ATTN: Mr. MANMOHAN SOMA  ALT: Mrs. VP SHIVA SHAKTI  PH NO 67121059.  <b>Branch IFSC Code:</b> IBKL0000377  <b>Account No:</b> 008103000003605</p>
12.	<b>Submission of Performance Bank Guarantee (PBG)</b>	Not applicable.
13.	<b>Integrity Pact</b>	Applicable. Details of IEM are mentioned in NIT.
14.	<b>Inspection Agency</b>	1. A detailed QAP for manufacturing & inspection shall be submitted by the vendor along with the offer for BHEL Approval.

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		<p>2. Vendor has to offer finished product to Third Party Inspection (TPI) &amp; carry out acceptance test as per Approved QAP &amp; submit the reports to BHEL for verification &amp; obtaining Material Dispatch clearance certificate (MDCC).</p> <p>3. Bidder shall quote the THIRD PARTY INSPECTION (TPI) charges in the price bid for the inspection by one of the third party agencies as follows: Fraunhofer, Intertek, UL, Lloyds, TUV, SGS, BVI, DNV, GEOCHEM, BASTUR. Evaluation shall be done including third party inspection charges. BHEL reserves the right to conduct inspection using bidder TPI. In case of non-usage of bidder TPI, TPI charges shall not be paid to supplier.</p> <p>4. In case of BHEL inspection at vendor's works, Inspection call should be furnished in online portal <a href="http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp">http://cqir.bhel.in/Cqir/jsp/Masters/login.jsp</a> (mandatory). It is responsibility of the vendor to inform BHEL at least 7 days prior for carrying out inspection, along with all the relevant test certificates and internal test reports.</p> <p>Such inspection, examination and testing by itself shall not relieve the Seller/Contractor from any obligation under the Order/Contract. Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by BHEL/Representative for travel, stay etc. shall be in vendor's account.</p> <p>5. No item / equipment shall be dispatched without obtaining prior Material Dispatch clearance certificate (MDCC) from BHEL-EPD Material Management Department irrespective of inspection categories.</p> <p>6. In case of inspection by BHEL or BHEL Representative or Third Party Inspection arranged by the bidder, the item shall be packed in the presence &amp; under seal of the inspector. BHEL reserves the right not to accept any package received without/tempered seal.</p>
15.	<b>Taxes &amp; Duties</b>	<p>Following will replace Clause no. 4.1 to 4.3 of GCC :</p> <p><b><u>GOODS &amp; SERVICE TAX</u></b></p> <p>Following conditions shall be fulfilled by seller /contractor for payment of GST (IGST/CGST&amp;SGST).</p> <ul style="list-style-type: none"> <li>• BHEL is in possession of a tax invoice or debit note issued by a Seller/contractor registered under GST Act, or such other taxpaying documents as may be prescribed.</li> <li>• BHEL has received &amp; accepted the goods or services or both.( For the purposes of this clause, it shall be deemed that the registered person has received the goods where the goods are delivered by the supplier to a recipient or any other person on the direction of such registered person, whether acting as an agent or otherwise, before or during movement of goods, either by way of transfer of documents of title to goods or otherwise;).</li> <li>• The tax charged in respect of such supply has been actually paid to the Government, either in cash or through utilization of input tax credit admissible in respect of the said supply.</li> </ul>

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		<p>In case goods or services has been returned or rejected , As per Section 34(2) of CGST Act, credit note to be raised maximum by earliest of the following:</p> <ul style="list-style-type: none"> <li>• September following the end of the financial year in which such supply was made, or</li> <li>• The date of furnishing of the relevant annual return</li> </ul> <p>seller/contactor declare Invoice in GSTR-1 and Receipt of goods and tax invoice by BHEL and Confirmation by seller/contactor of payment of GST thereon on GSTN portal</p> <ul style="list-style-type: none"> <li>• In case GST credit is denied to BHEL due to non / delayed receipt of goods and /or tax invoice or expiry of time line prescribed by GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from seller / contractor along with interest levied/leviable (@ SBI base rate +6%) on BHEL through PBG or from the pending bills.</li> <li>• In case seller / contractor delays declaring Invoice in his return and GST credit is denied or reversed subsequently as per GST law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from seller / contractor along with interest levied/leviable (@ SBI base rate +6%) on BHEL through PBG or from the pending bills.</li> <li>❖ From Indian bidders payment; 2% of basic value shall be deducted from payment as TDS &amp; TDS Certificate shall be issued by BHEL, as per amendment in GST Law. GOI has amended GST Law - Section 51 of the CGST Act 2017 wherein Government Agencies (PSU) has to deduct 2% GST TDS w.e.f. 1.10.2018. Kindly go thru the latest amendment in GST Law.</li> </ul>
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16.	<b>Quantity Splitting</b>	<p>BHEL reserves the right to split the order quantity among L1 &amp; L2 in the ratio of 60:40 respectively in case L2 bidder accept to supply as per L1 negotiated price. In case the L2 bidder do not agree to match L1 finalized rates, the counter offer will be extended to subsequent lower bidders.</p> <p>If no bidder accepts the counter offer for L2 share, whole quantity order will be placed on L1 bidder.</p> <p>If after the issue of Purchase Order, bidder fails to execute the order, the un-supplied quantity will be ordered on the other bidders as per the ranking in tender on acceptance of L-1 finalized rate.</p> <p><u>For this procurement, Public Procurement (Preference to Make in India), order Dated 15.06.2017 &amp; 28.05.2018 &amp; subsequent orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT.</u></p> <p><u>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.</u></p>
17.	<b>Evaluation</b>	<p>Evaluation will be done on total landed cost to BHEL as described in NIT.</p>
18.	<b>Risk &amp; Cost Clause</b>	<p>Risk &amp; Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <p>Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.</p> <p>Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.</p> <p>Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.</p> <p>Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p> <p><b>RISK &amp; COST</b></p> <p>Risk and Cost against Balance Work:</p> <p>Risk &amp; Cost Amount= [(A-B) + (A x H/100)]</p> <p>Where,</p>





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		<p>A= Value of Balance scope of Work/ Supply (*) as per rates of new contract  B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work/ supply)  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.  Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.  Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.  Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.  However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk &amp; Cost amount.  LD against delay in executed work/supply in case of Termination of Contract  LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work/supply" is given below.</p> <ol style="list-style-type: none"> <li>Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1</li> <li>Let the value of executed work/supply till the time of termination of contract= X</li> </ol>
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		<p>3. Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y</p> <p>4. Delay in executed work/supply attributable to contractor/supplier i.e. <math>T2 = (1 - X/Y) \times T1</math></p> <p>5. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.</p> <p>Note: In case portion of work/supply is withdrawn, no LD shall be applicable for portion of work/supply withdrawn.</p>
19.	<b>Document to be submitted for claiming payments</b>	<p>Following to be appended to the list of documents specified at clause no. 9.2.2 of GCC R0 :</p> <ul style="list-style-type: none"> <li>• Inspection call to BHEL for inspection of goods.</li> </ul>
20.	<b>Organization Chart</b>	<p>The bidder shall submit the overall organization chart along with <b>contact details/mobile no. of officials</b> dealing with this contract package for engineering, supply, Quality, E&amp;C and maintenance etc. immediately after receipt of PO.</p>

## 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 <sup>1</sup> (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 \_\_\_\_\_ <sup>2</sup> 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 .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees -----)/FC.....(in words.....) for .....<sup>5</sup> (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 upto and including.....<sup>6</sup> 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 .....<sup>7</sup>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.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before .....<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>9</sup> VALIDITY DATE

<sup>10</sup> 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 in electronic form.