



BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963245 / 22963315. FAX: 080 22963283.

Tender No: 6300038499

02.08.2023

TENDER DOCUMENT

**Request for Proposal
for**

**Procurement of TV Display Unit with accessories at Conference Hall at HQ, BC, MC, KGF, PC & Delhi RO
locations as a Turn-Key Project.**

LAST DATE FOR CLOSING OF THE TENDER IS 09.08.2023

**BEML Limited,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore – 560027**



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1. Introduction

General Information

BEML Limited, incorporated in 1964, is a Mini-Ratna (Category-1) Public Sector Undertaking, under the Ministry of Defence engaged in the design, development, manufacturing and after-sales service of a wide range of products for core sectors of economy such as coal, mining, steel, cement, power, irrigation, construction, road building, Defence, Railway and Metro transportation system & Aerospace. BEML is a listed Company and Government of India holds about 54% of the total paid up capital of the Company. BEML operates in three business segments- Mining & Construction, Defence & Aerospace, Rail & Metro and International Business Division for export activities.

The objective of this **Request for Proposal (RFP)** is to solicit competitive proposals for BEML LTD for Procurement of TV Display Unit with accessories at Conference Hall at HQ, BC, MC, KGF, PC & Delhi RO locations.

2. Project Scope

Deliverables

- Supply & Installation of all items as per BOQ
- Configuration & Setup of all device
- Integration with existing poly devices for parallel content display
- Testing, Documentation & Sign off

The scope of work by the Service Providers will be Supply & Installation of TV Displays, Poly Microphones, TV Stand and HDMI cables for Video Conferencing rooms at HQ, BC, MC, KGF, PC & Delhi RO locations and integration of the same with existing VC devices as a Turn-Key Project.

THE SCOPE AND RESPONSIBILITIES

- 1) Hardware to be installed and will be sole property of BEML. Bidder to ensure the strict adherence of DPSU information security guidelines.
- 2) This Installation/integration (as defined in the deliverables) proposal is designed for BEML Limited as per available infrastructure. The activity will be carried out at BEML. The agreed services will be deployed by Polycom authorised partners only.
- 3) The bidder has to implement & ensure that setup is done in fast, efficient & reliable manner without putting much load on the existing infrastructure.

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- 4) This will be a one-time activity done (as per the tender).
- 5) The Installation will only be done in one phase as a turn-key project.
- 6) The activities will include installation, Configuration and Testing and acceptance by BEML.
- 7) The bidder shall impart training with documentation to the BEML's authorised personnel, at all 6 locations on the following areas: -
 - a) Deployed Solution Architecture and flow
 - b) Configuring VC solution (SW).
 - c) Any other IT level feature which deemed necessary to use the proposed VC solution
 - d) Basic user level troubleshooting

TECHNICAL ASSISTANCE:

- 1) Assistance over designated phone/e-mail/helpdesk shall be made available round the clock by Service provider for trouble and fault reports, service request, routine O & M queries etc.
- 2) Service provider shall ensure proper and timely communication on all support and maintenance related issues.

BOQ

Sl. No.	Item	Location	Quantity
1	65" Display Smart LED TV SAMSUNG / LG / PANASONIC	HQ, BC, MC, PC, KGF, Delhi RO	6
2	Polycom Mic	BC, MC, PC, KGF, Delhi RO	5
3	Customised Floor Mount TV Stand	HQ, BC, PC, KGF, Delhi RO	5
4	Customised Wall Mount TV Stand with Tilttable option	MC	1
5	HDMI Splitter KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6
6	HDMI Cable Min 15 mtrs KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6
7	HDMI Cable Min 7.5 mtrs KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6
8	Installation & Commissioning	HQ, BC, MC, PC, KGF, Delhi RO	6



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3. ELIGIBILITY CRITERIA

The bidding service provider should have the following minimum qualifications

- The bidder should be authorised service provider of OEM M/s Poly/ Polycom. Bidder should submit the authorisation letter from OEM stating bidder is authorised service provider / partner.

Documents supporting the above should accompany the technical bid.

4. GENERAL GUIDELINES

6.1 Service provider Contact

Any **Technical queries** related to this RFP and Formal Quote should be addressed to--

The Chief General manager (CM)

BEML LTD, BEML Soudha, 23/1, 4th Main, S R Nagar

Bangalore-560 027

Phone: 91-080-22963315/22963245/22963179

Email : ravib@beml.co.in / purchase.hq@beml.co.in

6.3 False and misleading statements : If, in the opinion of BEML LTD, a Quote contains false or misleading statements of references that do not support a function attribute capability or condition as contended by the Service provider, it might be rejected.

6.4 Clarification of quote : BEML LTD reserves the right to obtain clarification of any point in a Service Providers quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Service provider to response to such a request for additional information or clarification may result in rejection of a Service provider's quote.

6.5 Responsiveness : Quotes should respond to all requirements of this RFP to the maximum extent possible. Service Providers are asked to clearly identify limitations or exception of the requirements inherent in the proposed system. Alternative approaches will be given consideration if that approach clearly offers increased benefits to BEML LTD.

BEML LTD may revise the above guidelines at any time without prior notice to the service providers during the evaluation of the bids.

BEML LTD has the right to accept or reject any of responses to this Request For Proposal without prior notification to the bidder.



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5. Bid Submission Process

You are required to submit bid in three parts viz. **Pre-Qualification bid, Technical bid and Commercial bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website.

Note: To participate in this e- tender you should have Valid Class 3 digital signature.

Vendors willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963179.

The last date for submission of the bid is on or before last date and time as mentioned in SRM tender.

This Tender consisting of three parts:

Part A – Pre-Qualification Bid i.e. Submission of EMD through Manual Mode

Part B – Technical Bid i.e. Submission of Technical Bid on SRM Platform

Part C – Commercial Bid i.e. Submission of Price Bid on SRM platform

PART A – Pre-Qualification Bid (Submission of EMD)

Earnest Money Deposit (EMD): Submission of EMD through Manual Mode.

EMD amount of Rs 36,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment.

Online Payment of EMD amount can be made as mentioned below:

- i) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- ii) Read the terms & conditions, tick the acceptance box and click on Proceed.
- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 36,000/-.

Please ensure that online payment of EMD amount is made well ahead of the EMD Submission Date & Time mentioned in the Tender.

Payment of EMD amount through DD / Banker's Cheque :

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- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs. 36,000/-** (Rupees thirty six thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate/ Online payment shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300038499 dated 02.08.2023, Closing date 09/08/2023 Time 14:00 Hrs** at the top of the envelope. The words "**PRE-QUALIFICATION BID**" shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Chief General Manager (Corporate Materials)
BEML LIMITED., Room No.1
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

- c) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ Online payment is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

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General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate/ Online payment in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs. 36,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque / NSIC certificate,/ MSME Certificate/ Online payment (firms claiming EMD exemption) etc to be submitted through courier/post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) Tender shall be opened **on closing date i.e 09/08/2023 @ 15.00hrs**
- i) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

The above said original Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate / Bid Guarantee shall be submitted in **Sealed envelope** duly superscribing as **"PRE-QUALIFICATION BID for Procurement of TV Display Unit with accessories at Conference Hall at HQ, BC, MC, KGF, PC & Delhi RO locations as a Turn-Key Project"** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left-hand bottom corner of the envelope.

Alternatively, it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

The Bidders who have not submitted **"EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee) by the closing date & time of the tender, then their bid will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft / Banker's Cheques will be rejected straightway.**

b. Please upload all the technical bid documents in SRM portal and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.

c. Corrigendum regarding the tender if any, will be published in SRM portal, BEML Website only before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.



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(Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.)

e. The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.

Forfeiture of Earnest Money Deposit (EMD)

- (i) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- (ii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

PART B – Submission of Technical Bid (Through SRM)

Bidder will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid.

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SI No	Criteria Details	Documents required to be submitted
1	The Bidder should be authorized / certified partner of the OEM M/s Poly / Polycor. The Bidder must be in position to provide support / maintenance / upgradation during the entire period of contract.	Bidder should upload the valid authorization letter from OEM stating bidder is authorized service provider and can be participated in this tender.
2	Experience of having successfully completed similar works (For Multi Display or any Video conferencing projects) during last 5 Years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three similar completed works each costing not less than Rs. 7.2 Lakh Or b. Two similar completed works each costing not less than Rs. 9 Lakh Or c. One similar completed works costing not less than Rs. 14.4 Lakh	Documentary proof i.e. Purchase order (OR) Work order (OR) Satisfactory certificate shall be uploaded.
3	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e.2019-20, 2020-21 & 2021-22) should be minimum Rs. 5.4 Lakhs.	2019-20 Rs. 2020-21 Rs. 2021-22 Rs. Audited copies of Profit & Loss account balance sheet for three financial years OR CA Report shall be uploaded.
4	Brief Details about the Firm as per Annexure 'B'	Signed copy of Annexure – B to be uploaded
5	The Service provider should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the bid closing date.	Signed copy of Annexure – C to be uploaded

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SI No	Criteria Details	Documents required to be submitted
6	An Undertaking has to be submitted by the bidders stating that they have read, understood and agreeing to all tender terms and conditions.	Signed copy of Undertaking document as per Annexure – D to be uploaded.
7	Bidder to supply the items as per BOM	Signed copy of BOM as per Annexure – E to be uploaded.
8	The Bidder should have one office in Bangalore. If not available at the time of bidding, the bidder should submit a declaration that an office will be established within 1 month from the date of Purchase Order.	Self-Certificate issued by the HR head of the bidder organization with Address & contact details of Bangalore Office and serviceable in all locations (Bangalore, KGF, Mysore, Palakkad & Delhi).
9	Special Conditions of GST	Signed copy of Annexure – F to be uploaded
10	The bidder/OEM must possess all valid certificates as mentioned below and should submit copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Copies of below to be submitted. i. PAN Number ii. GST Registration details/ Certificate

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) **BID WILL BE REJECTED, IF ANY DOCUMENTS ARE NOT UPLOADED AS PART OF TECHNICAL BID.**
- (3) BEML reserves the right to seek clarifications from the bidder/s for the documents submitted above by the bidder/s at any point of time during finalization of the contract.
- (4) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (5) **PLEASE ENSURE THAT NO PRICE DETAILS ARE MENTIONED IN THE TECHNICAL BID. OFFERS WITH PRICE DETAILS IN PRE-QUALIFICATION BID (UNDER PART A) OR TECHNICAL BID (UNDER PART B) WILL NOT BE CONSIDERED. BID WILL BE REJECTED, IF PRICE BID IS UPLOADED AS PART OF TECHNICAL BID.**
- (6) Technical bid will be opened first subject to receipt of EMD OR EMD Exemption certificate /document as Pre-qualification bid. If bidder is not submitted any of these (DD or EMD exemption certificate /document) as Pre-qualification bid, their technical bid will not be considered for further evaluation.

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PART C – Submission of Price Bid (Through SRM)

Commercial Bid: Should contain price details and other relevant Commercial issues.

Sl. No.	Item	Location	Quantity	Price (To be quoted in SRM)
1	65" Display Smart LED TV SAMSUNG / LG / PANASONIC	HQ, BC, MC, PC, KGF, Delhi RO	6	
2	Polycom Mic	BC, MC, PC, KGF, Delhi RO	5	
3	Customised Floor Mount TV Stand	HQ, BC, PC, KGF, Delhi RO	5	
4	Customised Wall Mount TV Stand with Tilttable option	MC	1	
5	HDMI Splitter KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6	
6	HDMI Cable Min 15 mtrs KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6	
7	HDMI Cable Min 7.5 mtrs KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6	
8	Installation & Commissioning	HQ, BC, MC, PC, KGF, Delhi RO	6	

6. Terms and Conditions

Price bid of only technically accepted / qualified offers will be opened subsequently.

Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

The quotation should be complete in all respects and free from ambiguity.

Price should be quoted in Indian Rupees only

FAX/EMAIL quotations not accepted

7. Deliverables and Timelines

Key deliverables for scope of work given above includes following:

Event	Delivery timelines
Purchase Order to successful bidder	T1
Supply of Entire BOQ at all locations	T1 + 4 weeks
Final Acceptance and testing by BEML	T1+ 6 weeks



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Payment terms: 100% payment on 45th day for MSEs and for others on 60th day from date of installation completion duly certified by DT Department.

Payment will be made by DGM(Corporate Finance), BEML Soudha, based on the certification by DT Dept.

Vendor has to generate individual invoices under GST for each location and submit a copy of invoice to corporate purchase for payment.

However, if the Bidders not agreeing with BEML standard Payment terms, then their quotations will be suitably loaded with applicable cash credit interest while evaluating the bids.

Bidder must take into consideration each and every line of this RFP document while preparing technical and commercial proposal for the project. Bidder is requested to get any issue clarified by BEML before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables mentioned in this tender. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. BEML will not be responsible in case of any requirement is underestimated or any requirement is not interpreted in right direction.

Performance Bank Guarantee: Within 30 days of receipt of the Purchase order from the BEML Limited, the successful Bidder shall furnish a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorized by RBI for an amount of 3% of the Contract value (without taxes) as per format enclosed at **Annexure - G**.

The Performance Bank Guarantee should be valid for a period of thirty seven months from the date of issue of the same by the Bank.

Validity of quotation: 90 days from the date of opening of the tender.

Right of Buyer: BEML reserves the right to accept or reject any bid in part or full without assigning any reason which shall be binding on the bidder

Termination: BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.

Liquidated Damages: If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 10% of the value of the delayed portion of the Purchase Order.

Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.

Canvassing by tenderers in any form including unsolicited letters on tenders submitted or Post tender corrections shall render their tender liable for rejection.

Incomplete offers are liable for rejection.

Offers not confirming to the above terms are liable to be ignored.



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8. General Terms and Conditions

(i) **ARBITRATION :**

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.



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Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

- (iii) **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.
- (iv) **INTELLECTUAL PROPERTY RIGHTS; LICENSES :** If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

- (v) **BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.
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(vi) **JURISDICTION:** Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:** Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:** The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION** "Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) **PROGRESS REPORT:** The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:** Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to



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decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

- (xii) **NON-WAIVER OF DEFAULTS** : If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.
- (xiii) **ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING**: The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.
- (xiv) **INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS**:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.



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Tender No: 6300038499

02.08.2023

Annexure - A

BID GUARANTEE FORMAT

Ref:

To,
BEML LIMITED
BEML Soudha
No: 23/7, 4th Main, S.R. Nagar
Bangalore - 560027

Dear Sirs,

.....
In accordance with your 'Tender Enquiry' under your Tender No:date-----
M/s..... herein after called the Bidder, with the following
Directors on their Board of Directors / partners of the Firm.

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for

.....
.....
As an irrevocable Bank Guarantee against Bid Guarantee amount of
Rs.....(In words and figures) valid for
..... days from..... is required to be submitted by the Bidder as a condition for
participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called
PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period.
(2) Non-acceptance of the 'Letter of Intent / Purchase Order' by the bidder when issued within the validity
period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from
the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid
documents.



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We, theBank at.....

having our Head office at(Local address) Guarantee and

undertake to pay immediately on first demand by BEML LIMITED, the amount of

Rs.....

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on thisday of.....at

Witness (Signature)

WITNESS

(Signature) ...

Name in (Block letters)

Designation

(Staff No.)

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:



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Annexure – B

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email ID	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Address :- Contact Number :-

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - C

UNDERTAKING

- a. This is to certify that _____ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India at the time of bidding.
- b. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons. (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)
- c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Annexure - D

Undertaking

To:

The Chief General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions at the time of bidding

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure E

BOQ

Sl. No.	Item	Location	Quantity
1	65" Display Smart LED TV SAMSUNG / LG / PANASONIC	HQ, BC, MC, PC, KGF, Delhi RO	6
2	Polycom Mic	BC, MC, PC, KGF, Delhi RO	5
3	Customised Floor Mount TV Stand	HQ, BC, PC, KGF, Delhi RO	5
4	Customised Wall Mount TV Stand with Tiltable option	MC	1
5	HDMI Splitter KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6
6	HDMI Cable Min 15 mtrs KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6
7	HDMI Cable Min 7.5 mtrs KRAMER / Extron/ Crestron	HQ, BC, MC, PC, KGF, Delhi RO	6
8	Installation & Commissioning	HQ, BC, MC, PC, KGF, Delhi RO	6

TECHNICAL SPECIFICATION

1. 65" UHD Display – Qty – 6 Nos	
Item Description	65" UHD display
Make/Brand	SAMSUNG / LG / PANASONIC
Minimum Performance Parameters	
Panel	
Diagonal Size	65"
Type	Direct / Edge LED
OS	Tizen 4.0 / Andriod /webOS 4.0 or Equivalent
Resolution	3840*2160 (4K UHD)
Pixel Pitch(mm)	Min. 0.37 x 0.37 (mm)
Active Display Area(mm)	>=1428.28(H) x 803.52(V)
Brightness(Typ.)	500 nits and above
Contrast Ratio	4000:1 and above

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Viewing Angle(H/V)	Min 178/178
Response Time(G-to-G)	8ms (Typ.)
Display Colors	16.7M
Panel	Anti-Glare Panel or Equivalent
Operation Hour	24/7
Display	
Dynamic C/R	Mega
H-Scanning Frequency	30 ~ 81kHz or Equivalent
V-Scanning Frequency	48 ~ 75Hz or Equivalent
Maximum Pixel Frequency	594MHz
Input Connectivity	
RGB	DVI-D, Display Port 1.2 (1)
Video	HDMI 2.0 (2)
HDCP	HDCP2.2
Audio	Stereo mini-Jack, DVI, HDMI
USB	USB 2.0 x 2
Output Connectivity	
RGB	HDMI 2.0 (Loop-out)
Audio	Stereo mini-Jack
External Control	RS232C(in/out) thru stereo jack, RJ45
External Sensor	IR
Power	
Power supply	AC 100 - 240 V, 50/60 Hz
Power consumption	181 Max [W/h]
BTU	618.9 Max
OEM Warranty	3 Years
2. Poly GRP 500 VC Microphone & Cable – Qty – 5 Nos	
Item Description	Polycom GRP 500 VC Microphone & Cable
Minimum Performance Parameters	
Microphone	RealPresence tabletop Microphone Array: Contains one Microphone Array and one 7.6m compatible with Group Series
Sample Rate	22.0 KHz
Cable Length	7.6 Meter
Connectivity Type	Wired
Microphone Mute	Yes
OEM Warranty	1 Years
3. Customised Floor Mount TV Standoption – Qty – 5 Nos	

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Item Description	TV Floor Mount TV Stand option
Make/Brand	Customized
4. Customized TV Wallmount Stand with Tilttable option – Qty – 1 No	
Item Description	TV Wallmount Stand with Tilttable option
Make/Brand	Customized
5. HDMI Splitter / DA – Qty – 6 Nos	
Item Description	HDMI Splitter / DA (Distribution Amplifier)
Make/Brand	KRAMER / Extron/ Crestron
OEM Warranty	3 Years
Minimum Performance Parameters	
INPUT	1 HDMI connector
OUTPUTS	4 HDMI connectors
MAX. DATA RATE	17.82Gbps (5.94Gbps per graphic channel) supporting resolutions up to 4K, @60Hz (4:4:4)
COMPLIANCE WITH HDMI STANDARD	Supports HDR10, HDMI 2.0 and HDCP 2.2.
Supports HDR10, HDMI 2.0 and HDCP 2.2.	ON, IN, OUT 1 to 4
OPERATING TEMPERATURE	0° to +40°C (32° to 104°F).
STORAGE TEMPERATURE	-40° to +70°C (-40° to 158°F).
HUMIDITY	10% to 90%, RHL non-condensing.
POWER CONSUMPTION	5V DC, 730mA.
INCLUDED ACCESSORIES	Power supply.
6. HDMI Male to Male Cable (15 Meter) – Qty – 6 Nos	
Item Description	HDMI Male to Male Cable--15 Meter
Make/Brand	KRAMER / Extron/ Crestron
OEM Warranty	3 Years
Minimum Performance Parameters	
Video	Max Resolution for 50ft (15.2m) lengths: 1080p
Audio	Supported Audio Formats: Dolby Digital Plus™, Dolby TrueHD™, DTS–HD Master Audio™, DVD Audio, SA–CD
Connector type	1 male type A HDMI to 1 male type A HDMI
Contacts	On a male HDMI type A, 24K gold–plated K–Lock connector

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Electrical	Temperature Rating: 80°C Voltage Rating: 30V Conductor Resistance – 28AWG: 237.25Ω/km Conductor Resistance – 26AWG: 148Ω/km MAX. at 20°C (68°F)
Jacket	Material: PVC Color: Gray Diameter for 3–35ft (.9–10.7m) lengths: 6.50 ± 0.15mm Diameter for 50ft (15.2m) lengths: 9 ± 0.25
Features	<ul style="list-style-type: none"> □ Triple shielding □ Conforms to Premium High Speed HDMI cable performance standards □ Supports ARC and CEC □ Gold-plated contacts
7. HDMI Male to Male Cable (7.5 Meter) – Qty – 6 Nos	
Item Description	HDMI Male to Male Cable--7.5 Meter
Make/Brand	EXTRON / KRAMER / Crestron
OEM Warranty	3 Years
Minimum Performance Parameters	
Video	Up to 4K @ 60 Hz (4096x2160), UHD @ 60 Hz (3840x2160)Max Resolution for 25–35ft (7.6–10.7m) lengths: 4K@60 (4:2:0)
Audio	Supported Audio Formats: Dolby Digital Plus™, Dolby TrueHD™, DTS–HD Master Audio™, DVD Audio, SA–CD
Connector type	1 male type A HDMI to 1 male type A HDMI
Contacts	On a male HDMI type A, 24K gold–plated K–Lock connector
Electrical	Temperature Rating: 80°C Voltage Rating: 30V Conductor Resistance – 28AWG: 237.25Ω/km Conductor Resistance – 26AWG: 148Ω/km MAX. at 20°C (68°F)
Jacket	Material: PVC Color: Gray Diameter for 3–35ft (.9–10.7m) lengths: 6.50 ±



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	0.15mm Diameter for 50ft (15.2m) lengths: 9 ± 0.25
Features	<ul style="list-style-type: none">□ Triple shielding□ Conforms to Premium High Speed HDMI cable performance standards□ Supports ARC and CEC□ Gold-plated contacts

I agree to supply as per BOQ mentioned in above table

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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02.08.2023

Annexure-'F'

Special Conditions arising out of implementation of GST (Which is to be signed and submitted along with the offer)

Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
 2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
 3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
 4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
 5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
-



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6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
 7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
 8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
 9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
 10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
 11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
 12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
 13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
 14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
 15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
 16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
 17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
-



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Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____



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Tender No: 6300038499

02.08.2023

Annexure - G

FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The Asst. General Manager (...)
BEML Limited
.....
.....

M/s(Name of the Firm) having their office atand its Registered office at(hereinafter called the Service Provider) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract-----
----- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount

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not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of 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 agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company 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 agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & 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(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 6 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.



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Date :

Place :