

| <b>Open Tender Enquiry No. 4261570E for SWITCH MODE POWER SUPPLY FOR ESP</b> |                              |                                                               |      |          |                   |                                                 |
|------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------|------|----------|-------------------|-------------------------------------------------|
| <b>Requirement of SMPS</b>                                                   |                              |                                                               |      |          |                   |                                                 |
| Set Sl. No.                                                                  | Material Code                | Item Description                                              | Unit | Quantity | Quoted/Not Quoted | Project                                         |
| 1                                                                            | R79638890001 to R79638890004 | Switch Mode Power Supply for ESP – 95KV, 600 MA.- Main supply | Set  | 20       |                   | R4G6, R4G7, R4G8, R4G9 & R4H0<br>NTPC Singrauli |
| 2                                                                            | R79536530001 to R79536530009 | Switch Mode Power Supply for ESP – 95KV, 600 MA.- Spares.     | Set  | 1        |                   | R4G6<br>NTPC Singrauli                          |
| 3                                                                            | R79638880001 to R79638880004 | Switch Mode Power Supply for ESP – 95KV, 800 MA.- Main Supply | Set  | 16       |                   | R4H1 & R4H2<br>NTPC Singrauli                   |
| 4                                                                            | R79536480001 to R79536480009 | Switch Mode Power Supply for ESP – 95KV, 800 MA.- Spares      | Set  | 1        |                   | R4H1<br>NTPC Singrauli                          |

| <b>Detailed Description of requirement:---</b>                                                                      |                              |                                                                                                                                   |      |              |                   |                                                 |
|---------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|------|--------------|-------------------|-------------------------------------------------|
| 1                                                                                                                   | R79638890001 to R79638890004 | Switch Mode Power Supply for ESP – 95KV, 600 MA.- Main supply                                                                     | Set  | 20           |                   | R4G6, R4G7, R4G8, R4G9 & R4H0<br>NTPC Singrauli |
| <b>1 set of Switch Mode Power Supply for ESP – 95KV, 600 MA against SI No.01 above shall consist of following:-</b> |                              |                                                                                                                                   |      |              |                   |                                                 |
|                                                                                                                     | SI No                        | Description                                                                                                                       | Unit | Quantity/Set | Quoted/Not Quoted | R4G6, R4G7, R4G8, R4G9 & R4H0<br>NTPC Singrauli |
|                                                                                                                     | 001                          | SWITCH MODE POWER SUPPLY FOR ESP 95KV,600MA                                                                                       | No   | 1            |                   |                                                 |
|                                                                                                                     | 002                          | REQUIRED COMPLETE SET OF POWER/CONTROL/SIGNAL (INSTRUMENTATION) CABLES FOR SMPS AS PER SPECIFICATION MENTIONED IN ANNEXURE-II     | Set  | 1            |                   |                                                 |
|                                                                                                                     | 003                          | REMOTE TERMINAL UNIT(RTU)                                                                                                         | No   | 1            |                   |                                                 |
|                                                                                                                     | 004                          | REQUIRED COMPLETE SET OF CABLE GLAND AND LUGS                                                                                     | Set  | 1            |                   |                                                 |
| 2                                                                                                                   | R79536530001 to R79536530009 | Switch Mode Power Supply for ESP – 95KV, 600 MA.- Spares.                                                                         | Set  | 1            |                   | R4G6<br>NTPC Singrauli                          |
| <b>1 set of Switch Mode Power Supply for ESP – 95KV, 600 MA against SI No.02 above shall consist of following:-</b> |                              |                                                                                                                                   |      |              |                   |                                                 |
|                                                                                                                     | SI No                        | Description                                                                                                                       | Unit | Quantity/Set | Quoted/Not Quoted | R4G6<br>NTPC Singrauli                          |
|                                                                                                                     | 001                          | SWITCH MODE POWER SUPPLY FOR ESP 95KV,600MA                                                                                       | No   | 1            |                   |                                                 |
|                                                                                                                     | 002                          | REMOTE TERMINAL UNIT (RTU)                                                                                                        | No   | 1            |                   |                                                 |
|                                                                                                                     | 003                          | GASKETS FOR ONE SMPS UNIT AS APPLICABLE                                                                                           | Set  | 1            |                   |                                                 |
|                                                                                                                     | 004                          | HIGH VOLTAGE UNIT AS APPLICABLE                                                                                                   | Set  | 1            |                   |                                                 |
|                                                                                                                     | 005                          | POWER ELECTRONIC UNIT AS APPLICABLE                                                                                               | Set  | 1            |                   |                                                 |
|                                                                                                                     | 006                          | BOARD FOR POWER ELECTRONIC UNIT AS APPLICABLE                                                                                     | No   | 1            |                   |                                                 |
|                                                                                                                     | 007                          | COOLING FAN 1 NO. OF EACH TYPE AS APPLICABLE                                                                                      | Set  | 1            |                   |                                                 |
|                                                                                                                     | 008                          | MEASUREMENT MODULE FOR HIGH VOLTAGE UNIT AS APPLICABLE                                                                            | No   | 1            |                   |                                                 |
|                                                                                                                     | 009                          | FUSES (POWER & CONTROL) COMPLETE 1 SET APPLICABLE FOR ONE SMPS UNIT. VENDOR SHALL MENTION EACH FUSE RATINGS & QUANTITIES IN OFFER | Set  | 1            |                   |                                                 |

|                                                                                                              |                                    |                                                                                                                                            |      |              |                      |                               |
|--------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------|--------------|----------------------|-------------------------------|
| 3                                                                                                            | R79638880001<br>to<br>R79638880004 | Switch Mode Power Supply for ESP – 95KV, 800 MA.-<br>Main Supply                                                                           | Set  | 16           |                      | R4H1 & R4H2<br>NTPC Singrauli |
| 1 set of Switch Mode Power Supply for ESP – 95KV, 800 MA against SI No.03 above shall consist of following:- |                                    |                                                                                                                                            |      |              |                      |                               |
|                                                                                                              | SI No                              | Description                                                                                                                                | Unit | Quantity/set | Quoted/Not<br>Quoted | R4H1 & R4H2<br>NTPC Singrauli |
|                                                                                                              | 001                                | SWITCH MODE POWER SUPPLY FOR ESP<br>95KV,800MA                                                                                             | No   | 1            |                      |                               |
|                                                                                                              | 002                                | REQUIRED COMPLETE SET OF<br>POWER/CONTROL/SIGNAL (INSTRUMENTATION)<br>CABLES FOR SMPS AS PER SPECIFICATION<br>MENTIONED IN ANNEXURE-II     | Set  | 1            |                      |                               |
|                                                                                                              | 003                                | REMOTE TERMINAL UNIT(RTU)                                                                                                                  | No   | 1            |                      |                               |
|                                                                                                              | 004                                | REQUIRED COMPLETE SET OF CABLE GLAND AND<br>LUGS                                                                                           | Set  | 1            |                      |                               |
|                                                                                                              |                                    |                                                                                                                                            |      |              |                      |                               |
| 4                                                                                                            | R79536480001<br>to<br>R79536480009 | Switch Mode Power Supply for ESP – 95KV, 800 MA.<br>Spares                                                                                 | Set  | 1            |                      | R4H1<br>NTPC Singrauli        |
| 1 set of Switch Mode Power Supply for ESP – 95KV, 800 MA against SI No.04 above shall consist of following:- |                                    |                                                                                                                                            |      |              |                      |                               |
|                                                                                                              | SI No                              | Description                                                                                                                                | Unit | Quantity/set | Quoted/Not<br>Quoted | R4H1<br>NTPC Singrauli        |
|                                                                                                              | 001                                | SWITCH MODE POWER SUPPLY FOR ESP<br>95KV,800MA                                                                                             | No   | 1            |                      |                               |
|                                                                                                              | 002                                | REMOTE TERMINAL UNIT (RTU)                                                                                                                 | No   | 1            |                      |                               |
|                                                                                                              | 003                                | GASKETS FOR ONE SMPS UNIT AS APPLICABLE                                                                                                    | Set  | 1            |                      |                               |
|                                                                                                              | 004                                | HIGH VOLTAGE UNIT AS APPLICABLE                                                                                                            | Set  | 1            |                      |                               |
|                                                                                                              | 005                                | POWER ELECTRONIC UNIT AS APPLICABLE                                                                                                        | Set  | 1            |                      |                               |
|                                                                                                              | 006                                | BOARD FOR POWER ELECTRONIC UNIT AS<br>APPLICABLE                                                                                           | No   | 1            |                      |                               |
|                                                                                                              | 007                                | COOLING FAN 1 NO. OF EACH TYPE AS<br>APPLICABLE                                                                                            | Set  | 1            |                      |                               |
|                                                                                                              | 008                                | MEASUREMENT MODULE FOR HIGH VOLTAGE<br>UNIT AS APPLICABLE                                                                                  | No   | 1            |                      |                               |
|                                                                                                              | 009                                | FUSES (POWER & CONTROL) COMPLETE 1 SET<br>APPLICABLE FOR ONE SMPS UNIT. VENDOR<br>SHALL MENTION EACH FUSE RATINGS &<br>QUANTITIES IN OFFER | Set  | 1            |                      |                               |

Vendors' signature with office seal



**Annexure - C to OPEN TENDER 4261570E/OT**  
**STANDARD COMMERCIAL TERMS & CONDITIONS**  
**[FORMAT TO BE FILLED-UP BY THE SUPPLIER]**

| S No. | BHEL Standard Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Supplier Confirmation | Deviation |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|
| 01    | <b>Price:</b> Supplier shall be quoted on " <b>FIRM PRICE</b> " basis only. No price variation clause will be entertained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |           |
| 02    | <b>Terms of Delivery:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                       |           |
| (a)   | <b>Indigenous Supplies :</b> FOR - Destination means FOR - <b>NTPC-Singrauli, Uttar Pradesh, India</b> [Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices. Materials to be dispatched through BHEL approved carriers freight pre-paid].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |           |
| (b)   | <b>Foreign Supplies : CFR - Chennai Port basis</b> inclusive of SEA / AIR-worthy packing and inclusive of all charges till Chennai Port. Port of Loading should be indicated in Techno-Comemrcial offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |           |
| 03    | <b>Time Period for 'Supply' :</b> To be indicated in weeks from date of receipt of Letter of Intent (LoI). The bidders should quote their earliest schedule for Supply against the schedule indicated in the NIT. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him. BHEL, however, reserves the right to accept an offer not meeting the NIT schedule.                                                                                                                                                                                                                                                                                                                                                                  |                       |           |
| 04    | <b>Penalty:</b> Supplier should quote a definite delivery period and any delay in delivery beyond the P.O delivery date will attract <b>Penalty of 0.5% per week subject to a max. of 10% of order value.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |           |
|       | <b>Loading Factor for non-acceptance of Penalty Clause:</b> In case any bidder is not accepting the above penalty for delayed Supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded for evaluating lowest bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |           |
| 05    | <b>Payment Terms:</b> If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment / opening of LC in the prescribed Format of the amount, exceeding 90% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value. Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:<br>(a) Base rate of SBI as applicable on the scheduled date of tender opening (Technical Bid) + 6%, for the amount & period of relaxation sought by bidder.<br>(b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates. |                       |           |
| (a)   | <b>Terms of payment for Indigenous Offer:</b> Dispatch of Goods on door delivery basis only. Goods dispatched with documents presented through Bank will be loaded with corresponding bank charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |           |
| (i)   | 90% payment of Supply value shall be made within 90 days (45 days for MSME suppliers) from the date of receipt of material at Destination. Balance 10% of Supply value (of all sets) plus 100% of the Commissioning supervision charges (of the first set) will be paid against Commissioning certificate issued by BHEL (for the first set) and submission of Performance Bank Guarantee (PBG) valid for 3 months beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.                                                                                                                                                                                                                                                                                                                                         |                       |           |
| (b)   | <b>Terms of Payment for Foreign Offers:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                       |           |
| (i)   | An irrevocable unconfirmed Letter of Credit for 90% value (less Agency Commission if any) shall be opened after receipt of acceptable CEBG and inspection call or 2 months prior to the agreed delivery date whichever is later and valid for 75 days for shipment and for 15 days thereafter for negotiation. (Or if the supplier so requires: 69 + 21 days).<br><br>Supplier shall ensure shipment within the LC validity period. LC opening charges within India is BHEL's account and out side India is suppliers account. In case of any default, the LC amendment charges in such cases shall be to supplier's account.                                                                                                                                                                                                                                                                                                                         |                       |           |



**Annexure - C to OPEN TENDER 4261570E/OT**  
**STANDARD COMMERCIAL TERMS & CONDITIONS**  
**[FORMAT TO BE FILLED-UP BY THE SUPPLIER]**

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|      | The balance payment of 10% of Supply value (of all sets) plus 100% of the Commissioning supervision charges (of the first set) will be made directly against submission of a Joint Protocol signed by BHEL and vendor for successful commissioning and prove out (of the first set). This is subject to the submission of Performance Bank Guarantee (PBG) valid for 3 months beyond the warranty period by Supplier for 10% of total PO Value in the prescribed Format. The bank guarantee is to be confirmed by any of the approved Banks of BHEL.                                                                                                                                                                                           |  |  |
| (ii) | Whenever there is an Indian Agent to represent a Supplier, it is mandatory to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of Purchase Order. This is payable on satisfactory completion of the contract.<br><b>Note: In order to maintain sanctity of the tender system, it is mandatory that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers all such offers will be rejected.</b> |  |  |
| 06   | <b>CEBG:</b> The successful tenderer shall be required to execute within 30 days from the date of PO, a contract execution bank guarantee for 2% (two percent) of the Contract Price in favour of the BHEL.<br><b>Suppliers who are all already registered with BHEL and having a vendor performance rating of A or A+ grade would be exempted from submission of CEBG</b>                                                                                                                                                                                                                                                                                                                                                                     |  |  |
| (i)  | Bank Guarantee ( <b>CEBG and PBG</b> ) from indigenous suppliers shall be in the prescribed form and from the list of bankers, provided by BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| (ii) | Bank Guarantee ( <b>CEBG and PBG</b> ) from foreign suppliers should be in the prescribed form from any Bank of international repute. The bank guarantee is to be confirmed by any of the approved Banks of BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |
| 07   | <b>Guarantee Period:</b> Guarantee regarding workmanship, materials used, design and performance should be for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.<br><b>Loading Factor for non-acceptance of Guarantee Period:</b> Less than 12 months from supply will attract loading of AMC charges for difference of quote with guarantee period. Example: If a Supplier provides 06 months guarantee period, in place of 12 months, then the difference 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.                                                       |  |  |
| 08   | <b>Performance Bank Guarantee (PBG):</b> The Supplier shall submit a PBG for 10% of the contract value or acceptance for retaining 10% of contract value by BHEL in lieu of PBG valid for Guarantee period.<br><b>Loading Factor for non acceptance of Performance Bank Guarantee / retaining of 10% of contract value by BHEL or acceptance of a PBG with lesser percentage or lesser period than specified:</b> Will attract disqualification of the offer.                                                                                                                                                                                                                                                                                  |  |  |
| 09   | <b>Commissioning Supervision Charges:</b> Supplier to specify clearly the Commissioning supervision Charges in their price bid. Service tax shall be extra as applicable. Requirement of technical specification needs to be complied with.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
| 10   | <b>Essential / Mandatory Spares:</b> Suppliers to quote for O & M spares suitable for one year trouble free operation post warranty period along with their individual quantity & price separately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |
| 11   | <b>Validity:</b> Supplier to mention clearly the validity date of the offer. [Minimum 180 days from tender opening date]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| 12   | <b>Risk Purchase:</b> Supplier specific confirmation is required for this clause - The purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in "Penalty" clause.                                                                                                          |  |  |
| 13   | <b>Reverse Auction (R/A) / Bidding through Internet:</b> Supplier confirmation required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| 14   | <b>Taxes &amp; Duties:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |

|                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                        |  |
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|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Annexure - C to OPEN TENDER 4261570E/OT</b><br><b>STANDARD COMMERCIAL TERMS &amp; CONDITIONS</b><br><b>[FORMAT TO BE FILLED-UP BY THE SUPPLIER]</b> |  |
| (i)                                                                                                                                                                                                                                                          | <b>Excise duty in % (for Indigenous supplier):</b> To be indicated by supplier. ED invoice is required for availing Cenvat benefit                                                                                                                                                                                                                                                                                                |                                                                                                                                                        |  |
| (ii)                                                                                                                                                                                                                                                         | <b>Sales tax in % (for Indigenous supplier):</b> VAT / CST to be indicated by the supplier.                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                        |  |
| (iii)                                                                                                                                                                                                                                                        | <b>Service Tax for services:</b> To be indicated by supplier.                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                        |  |
| (iv)                                                                                                                                                                                                                                                         | <b>Income Tax:</b> Wherever applicable income tax shall be deducted at source as per the rules and regulations of the Government of India. Necessary Tax Deduction at Source (TDS) certificate will be issued by BHEL for which supplier shall submit Permanent Account Number (PAN) and Tax Residency Certificate (TRC).                                                                                                         |                                                                                                                                                        |  |
| 15                                                                                                                                                                                                                                                           | <b>Test Certificate:</b> To be submitted.                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                        |  |
| 16                                                                                                                                                                                                                                                           | <b>O &amp; M Manual:</b> 1 set per Set of Equipment in english language.                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                        |  |
| 17                                                                                                                                                                                                                                                           | <b>Training / Demonstration:</b> Supplier's scope.                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                        |  |
| 18                                                                                                                                                                                                                                                           | <b>Pre-Despatch Inspection (PDI):</b> BHEL will have the option to pre-inspect the equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL before despatch. Inspection call for carrying out the inspection shall be given 15 days before the scheduled contract delivery date for indigenous sources. BHEL requires clear 30 days notice to arrange for inspection for foreign sources. |                                                                                                                                                        |  |
| 19                                                                                                                                                                                                                                                           | <b>For Foreign Offers:</b>                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                        |  |
| (i)                                                                                                                                                                                                                                                          | <b>Manufacturers' Name and address:</b>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                        |  |
| (ii)                                                                                                                                                                                                                                                         | <b>Country of Origin:</b>                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                        |  |
| (iii)                                                                                                                                                                                                                                                        | <b>Nearest - 1. Seaport; 2. Airport</b>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                        |  |
| (iv)                                                                                                                                                                                                                                                         | <b>Approximate weight, cubage of the consignment and number of containers required for shipment.</b>                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                        |  |
| The above Commercial Terms and Conditions are confirmed by us for this tender. In case there is a variance between the conditions confirmed above and the main offer, we certify that the Commercial Terms and Conditions given above shall take precedence. |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                        |  |

Signature and Office Seal of Vendor

Bank Guarantee No.....Date.....Banker Name.....

Bank Guarantee Value Rs.....

Please affix Non Judicial Stamp  
here, as per Stamp Act

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF  
BG MUST BE AFTER 2 MONTHS FROM THE DATE OF COMPLETION OF SUPPLIES)*

**CONTRACT EXECUTION BANK GUARANTEE**

In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its Boiler Auxiliaries Plant located at Ranipet – 632 406, (hereinafter called 'the Company') having entered into a contract with M/s.....  
.....hereinafter called 'the said contractor'  
which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No.....Dt.....between BHEL, Ranipet and as per the Contract, the Contractor / Supplier is to furnish a Contract Execution Bank Guarantee for Rs.....in words.....  
.....for the due performance of the contract

Bank Guarantee No.....Date.....Banker Name.....

Bank Guarantee Value Rs.....

and for the fulfillment of all the terms and conditions of the contract. We.....

(Bank's name, Branch, Place – address to be mentioned [herein after referred to as the Bank) at the request of

.....(Contractor(s)] do hereby undertake to pay the company an amount not exceeding Rs.....in words.....

against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We.....

.....(name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the Contractor(s) 'failure to perform' the said agreement. 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.....in words.....

Sign and seal of issuing bank

...3

Bank Guarantee No.....Date.....Banker Name.....

Bank Guarantee Value Rs.....

3. We undertake to pay conditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We.....(name of 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Purchase Department of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before .....(date) (After 2 months from the date of completion of supplies) we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.  
(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.



Bank Guarantee No.....Date.....Banker Name.....

Bank Guarantee Value Rs.....

6. 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 time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) 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 any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor, but shall in all respects and for all purpose be binding and operative until all payments of all moneys due or that may hereafter become due to the said company or settled irrespective of any liability or obligation of the Contractor under the said Contract.
9. It shall not be necessary for the company to proceed against the Contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained from the Contractor shall, at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Sign and seal of issuing bank

...5

Bank Guarantee No.....Date.....Banker Name.....

Bank Guarantee Value Rs.....

10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Ranipet, Tamilnadu Jurisdiction.

11. The Bank declares that it has powers to issue this Guarantee under the Bank's Memorandum and Articles of Association and the undersigned has full powers to do so on its behalf under the power granted to him by the proper authorities of the Bank.

12. We .....(name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we.....  
(name of Bank) have hereunto setout Bank Seal the.....  
day.....of.....month 200

Sign and seal of issuing bank.

## 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.



## LIST OF BANKERS FROM WHOM BANK GUARANTEE IS TO BE OBTAINED

### SEHEDULED COMMERCIAL BANKS

1. STATE BANK OF INDIA
2. STATE BANK OF BIKANER AND JAIPUR
3. STATE BANK OF HYDERABAD
4. STATE BANK OF INDORE
5. STATE BANK OF MYSORE
6. STATE BANK OF PATIALA
7. STATE BANK OF SAURASHTRA
8. STATE BANK OF TRAVANCORE

### NATIONALISED BANKS

9. ALLAHBAD BANK
10. ANDHRA BANK
11. BANK OF INDIA
12. BANK OF MAHARASHTRA
13. CANARA BANK
14. CENTRAL BANK OF INDIA
15. CORPORATION BANK
16. DENA BANK
17. INDIAN BANK
18. INDIAN OVERSEAS BANK
19. ORIENTEL BANK OF COMMERCE
20. PUNJAB NATIONAL BANK
21. PUNJAB & SIND BANK
22. SYNDICATE BANK
23. UNION BANK OF INDIA
24. UNITED BANK OF INDIA
25. UCO BANK OF INDIA
26. VIJAYA BANK
27. BANK OF BARODA
28. KOTAK MAHINDRA
29. HSBC BANK
30. AXIS BANK

**SCHEDULED PRIVATE BANKS (INDIAN BANK)**

- 31. ICICI BANK
- 32. HDFC BANK LTD
- 33. IDBI BANK

**SCHEDULED PRIVATE BANK (FOREIGN BANK)**

- 34. ABN AMRO BANK LTD
- 35. CITI BANK N.A.
- 36. DEUTSCHE BANK
- 37. STANDARD CHARTERED BANK
- 38. THE HONGKONG AND SHANGHAI BANKING CORPORATION LTD

**NATIONALIZED BANKS**

- 9. ALLAHABAD BANK
- 10. ANDHRA BANK
- 11. BANK OF INDIA
- 12. BANK OF MAHARASHTRA
- 13. CANARA BANK
- 14. CENTRAL BANK OF INDIA
- 15. CORPORATION BANK
- 16. COOCHIN BANK
- 17. GUJARAT BANK
- 18. HYDRABAD OVERSEAS BANK
- 19. ORIENTAL BANK OF COMMERCE
- 20. PUNJAB NATIONAL BANK
- 21. PUNJAB & SIND BANK
- 22. RESERVE BANK
- 23. SANKAR BANK OF INDIA
- 24. UNITED BANK OF INDIA
- 25. VISHVA BANK
- 26. BANK OF BARODA
- 27. KOTAK MAHINDRA
- 28. HSBC BANK
- 29. AXIS BANK

**Tender No. 4261570E for SWITCH MODE POWER SUPPLY FOR ESP****Format for submission of Price Bids (For Illustration)**

Name and address of the bidder:

Country and Port of Dispatch:

Currency of offer:

**For Supply portion**

| Set Sl. No.               | Material Code                      | Item Description                                         | Unit | Quantity | Rate | Amount |
|---------------------------|------------------------------------|----------------------------------------------------------|------|----------|------|--------|
| 1                         | R79638890001<br>to<br>R79638890004 | Switch Mode Power Supply for ESP – 95KV, 600 MA.- Main   | Set  | 20       |      |        |
| 2                         | R79536530001<br>to<br>R79536530009 | Switch Mode Power Supply for ESP – 95KV, 600 MA- Spares. | Set  | 1        |      |        |
| 3                         | R79638880001<br>to<br>R79638880004 | Switch Mode Power Supply for ESP – 95KV, 800 MA.- Main   | Set  | 16       |      |        |
| 4                         | R79536480001<br>to<br>R79536480009 | Switch Mode Power Supply for ESP – 95KV, 800 MA- Spares. | Set  | 1        |      |        |
| <b>Total for Supplies</b> |                                    |                                                          |      |          |      |        |

**Applicable for Foreign Bidders**

|   |                                               |  |  |
|---|-----------------------------------------------|--|--|
| 1 | Packing & Forwarding Charges Per Set (if any) |  |  |
|---|-----------------------------------------------|--|--|

**Applicable for Indian Bidders**

|   |                                               |  |  |
|---|-----------------------------------------------|--|--|
| 1 | Packing & Forwarding Charges Per Set (if any) |  |  |
|---|-----------------------------------------------|--|--|

**NOTE:****3) Any other charges applicable shall be clearly indicated as per set.****For Supervision of Commissioning**

| Sl. No. | Description                                                                                                                                                                  | Rate per Set |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1       | Charges for supervision of commissioning of First set (one Set) for Switch Mode Power Supply for ESP – 95KV, 800 MA.                                                         |              |
| 2       | Charges for supervision of commissioning of First set (one Set) for Switch Mode Power Supply for ESP – 95KV, 600 MA.                                                         |              |
| 3       | Charges for Training on Commissioning, Operation and Maintenance of SMPS During the visit for supervision of commissioning of First Set. (If any)                            |              |
|         | <b>Total</b>                                                                                                                                                                 |              |
| 4       | Charges for supervision of commissioning of additional sets per set - for Switch Mode Power Supply for ESP – 95KV, 800 MA. <b>(To be kept valid for 2 years from supply)</b> |              |
| 5       | Charges for supervision of commissioning of additional sets per set - for Switch Mode Power Supply for ESP – 95KV, 600 MA. <b>(To be kept valid for 2 years from supply)</b> |              |

**Vendors' signature with office seal**



## **Additional information of Open tender against Enquiry number 4261570E**

1) Evaluation of offers will be done on set basis. The total cost for all the items in the enquiry will be taken for arriving at the lowest bidder.

2) Suppliers to quote for O & M spares suitable for one year trouble free operation post warranty period along with their individual quantity & price separately.

3) Bidders shall submit Supplier Registration Form (SRF) online on [www.bhel.com](http://www.bhel.com). It is available at [http://www.bhel.com/vender\\_registration/vender.php](http://www.bhel.com/vender_registration/vender.php)

4) BHEL's Commercial terms & conditions and annexures can be downloaded from BHEL website [www.bhel.com](http://www.bhel.com) or [www.tenders.gov.in](http://www.tenders.gov.in) or <http://eprocure.gov.in/cppp/>. All corrigenda or any addendum to this enquiry shall be published in [www.bhel.com](http://www.bhel.com) **ONLY**.

5) BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.

6) Independent External Monitor nominated for this tender is; **Shri V.V.R. Sastry, Ex-CMD/ BEL** Address:-- 957, 9th Main 3 Stage, 3 Block Basaveswaranagar Bangalore- 560079 Ph: +91 80 23225150 Email ID:- [sastry@gmail.com](mailto:sastry@gmail.com)