

NOTICE INVITING TENDER FOR 2.5 MW GEAR BOX



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Bharat Heavy Electricals Ltd, Electro Porcelains Divisions, a Government of India Enterprises, intends to buy a 2.5 MW Gear Box, 1:4 Ratio (one set) as per the below details.

1. Technical specification No. EL-19-2009/002(5 pages).
2. General Terms and Conditions.
3. Annexure-A enclosed.-To be submitted along with techno-commercial bid.
4. Deviation format enclosed- To be submitted along with techno-commercial bid.
5. NEFT (pages 8-9) and PBG (pages 10-12) format enclosed

Sealed bids are invited under **two part bid system** from the interested suppliers with sound technical and financial capabilities fulfilling the requirements stated in bid documents.

Interested and eligible suppliers may study the tender documents carefully and offer their bids in form of Part A i.e. Techno commercial bid without giving any indication of price (**copy of the price bid without mentioning the price must accompany the technical bid**) and Part B i.e. Price bid. The offer should be submitted in separate sealed covers super scribing tender reference and due date addressed to

AGM/MM,

Bharat Heavy Electricals Ltd,
Electro Porcelains Division,
Prof. C. N. R Rao Circle,
PB: 1245, Science Institute Post,
Bangalore -560012.

TENDER REFERENCE: MM/ 10-11 /Gear Box /11.05.2010

DATE OF ISSUE: 11.05.2010.

LAST DATE FOR RECEIPT OF TENDER: 01.06.2010 BY 1.00 P.M

OPENING OF TECHNO COMMERCIAL BID: 01.06.2010 AT 2.30 P.M

Please go through the contents carefully and the offer with other details as mentioned in this NIT (Notice Inviting Tender) needs to be dropped within the due date in the tender box earmarked which is kept at the reception.

Note: Un- price bid must be sent along with Techno commercial Bid.

For any query please contact: Mr. Karthik/Pandit

Ph: 080 2218 2306

080 2218 2342

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BHARAT HEAVY ELECTRICALS LIMITED ELECTROPORCELAINS DIVISION, BANGALORE-12

TENDER REF: MM/ 10-11 /Gear Box /11.05.2010

DATE OF ISSUE: 11.05.2010.

LAST DATE FOR RECEIPT OF TENDER: 01-06-2010 BY 1.00 P.M

OPENING OF TECHNO COMMERCIAL BID: 01-06-2010 AT 2.30 P.M

GENERAL TERMS & CONDITIONS

TWO PART BID

<u>PART-A: TECHNO-COMMERCIAL BID</u>	<u>PART-B: PRICE BID</u>
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THE OFFER SHOULD BE SUBMITTED IN A SEALED COVER SUPER SCRIBING TENDER NUMBER (RFQ No.) & DUE DATE ADDRESSED TO:

AGM / MM

BHARAT HEAVY ELECTRICALS LTD.

ELECTRO PORCELAINS DIVISION

PROF. C N R RAO CIRCLE

PB NO: 1245, SCIENCE INSTITUTE POST

BANGALORE – 560 012

SO AS TO REACH HERE WITHIN 2 P.M. ON THE DUE DATE AND THE TENDERS WILL BE OPENED AT 2-30P.M. ON THE SAME DATE IN THE PRESENCE OF THOSE VENDORS OR THEIR AUTHORISED REPRESENTATIVES WHO WISH TO BE PRESENT. THE DUE DATE MAY BE ALTERED IN CASE OF INSUFFICIENT RESPONSE FROM VENDORS OR URGENCY OR ANY OTHER REASONS DEEMED VALID. RE-FLOATING ALSO MAY BE RESORTED TO WITH OR WITHOUT OPENING THE RECEIVED RESPONSES UNDER THE AFORESAID CIRCUMSTANCES.

THE OFFER SHALL BE IN TWO PARTS- PART-A: TECHNO-COMMERCIAL AND PART-B: PRICE. EACH PART SHALL BE PUT IN A SEPARATE SEALED COVER AND THE COVER SHOULD HAVE THE CORRESPONDING PART NAME, SUBJECT OF TENDER AND DUE DATE WRITTEN ON IT. IF BOTH PARTS ARE FOUND IN OPENED CONDITION IN A SINGLE SEALED COVER, THE SAME OFFER WILL BE SUMMARILY REJECTED. ONLY THE TECHNO-COMMERCIAL PART WILL BE OPENED ON THE DUE DATE. THE TENDERS MEETING OUR TECHNO-COMMERCIAL REQUIREMENTS WILL BE CONSIDERED FOR PRICE BID OPENING AT A LATER DATE FOR WHICH ELIGIBLE VENDORS WILL BE INTIMATED IN DUE COURSE. VENDORS WILL BE GIVEN DUE OPPORTUNITY TO COMPLY WITH BHEL REQUIREMENTS IN A TIME FRAME IN CASE THERE IS ANY NON-COMPLIANCE IN THE ORIGINAL QUOTE

I. TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

COMPLETE TECHNICAL OFFER INCLUDING DETAILED SPECIFICATIONS, DRAWINGS, CATALOGUES AND TEST REPORTS ETC., AS REQUIRED TOGETHER WITH EXPERIENCE LIST TO BE FURNISHED. IN ADDITION TO THIS THE SUPPLIER SHOULD ALSO COMPLETE TECHNICAL REQUIREMENT MENTIONED IN THE ATTACHED TABLE FOR EVALUATION, IF PROVIDED. .

LIST OF MANDATORY SPARES (FOR TWO YEAR TROUBLE FREE MAINTENANCE) & OPTIONAL ACCESSORIES TO BE PROVIDED SEPARATELY. ANNUL MAINTENANCE CONTRACT, IF ANY, TO BE QUOTED SEPARATELY.

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EXPERIENCE LIST SHALL INCLUDE DETAILS OF SUPPLIES OF SAME OR SIMILAR SPECIFICATION MADE TO MAJOR CUSTOMERS PREFERABLY TO BHEL UNITS. COPY OF ACCEPTANCE LETTER FROM AT LEAST TWO VENDORS MUST BE ENCLOSED; OTHERWISE, THE OFFER IS LIABLE TO BE

TECHNICALLY REJECTED. **PRICES SHALL NOT BE MENTIONED IN THIS OFFER. UNPRICED OFFER ONLY TO BE ATTACHED COMPULSORILY ALONG WITH TECHNO-COMMERCIAL BID.**

II. COMMERCIAL ASPECTS COVERING:

- SCOPE OF SUPPLY:
- SCOPE OF WORK IF E&C ARE INVOLVED:
- STATUTORY LEVIES:
- TERMS OF PAYMENT:
- MODE OF PAYMENT:
- DELIVERY TERMS:
- GUARANTEE / WARRANTY OF THE EQUIPMENT INCLUDING BOUGHT OUT ITEMS:
- TERMS FOR ERECTION & COMMISSIONING, SUPERVISION, IF ANY :
- BHEL'S SCOPE OF WORK / SUPPLY :
- AFTER SALES SERVICE:
- PACKING& FORWARDING:
- TRANSIT INSURANCE:
- APPROX SIZE OF THE PACKED MATERIALS AND VOLUME:
- LIST OF ALL BOUGHT ITEMS AND MAKES:
- VALIDITY OF THE BID:

III. COMPANY PROFILE:

PARTIES SHOULD BE REGISTERED WITH THE CONCERNED EXCISE & SALES TAX AUTHORITIES AND SHOULD QUOTE RELEVANT REGISTRATION NO. IN THE OFFER. RELEVANT REGISTRATION CERTIFICATE COPIES MUST BE ENCLOSED.

AUDITED FINANCIAL RESULTS OF PREVIOUS 2 FINANCIAL YEARS SHOULD BE FURNISHED.

IV. DELIVERY:

EARLIEST POSSIBLE DELIVERY TO BE CLEARLY SPECIFIED IN THE OFFER. THE VENDOR MAY ALSO QUOTE THE EARLIEST DELIVERY PERIOD FOR MATERIAL DELIVERY AND COMMISSIONING PERIOD. THE COMMISSIONING PERIOD IS TO RECKON FROM DATE OF HANDING OVER OF SITE TO VENDOR BY BHEL. OTHERWISE, WHERE ERECTION AND COMMISSIONING BY THE VENDOR IS INVOLVED THE SUCCESSFUL COMMISSIONING DATE WILL BE RECKONED AS THE DELIVERY DATE.

IV. DELIVERY TERM:

FOR BHEL-EPD STORES.UNLOADING TO BHEL.

V. VALIDITY OF THE OFFER:

75 DAYS FROM DATE OF OPENING OF TECHNO-COMMERCIAL BID, EXTENDABLE TO A MUTUALLY AGREED PERIOD.

VI. PRICE IMPACT:

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IN CASE, OUT COME OF TECHNO-COMMERCIAL DISCUSSION HAS ANY PRICE IMPLICATION, ONLY CORRESPONDING **PRICE IMPACT** IS TO BE SUBMITTED BY THE VENDOR IN A SEALED COVER WHICH WILL BE OPENED ALONGWITH THE ORIGINAL PRICE BID ON THE SPECIFIED DATE.

IN THE EVENT OF VENDORS OPTING TO REVISE AND SUBMIT THE LATEST PRICE BID DURING TECHNICAL DISCUSSIONS ONLY SUCH REVISED PRICE BID WILL BE OPENED ON THE SPECIFIED DATE.

VII. PRICE EVALUATION:

PRICES SHALL BE CONSIDERED ON LANDED COST BASIS (COST TO BHEL). LANDED COST SHALL BE WORKED OUT ON PRICE QUOTED INCLUDING FREIGHT, EXCISE DUTY, AND SALES TAX AFTER TAKING OUT CENVAT AND VAT BENEFIT, AS APPLICABLE. THE COMPARATIVE STATEMENT SHALL BE WORKED OUT ON OVERALL LANDED COST BASIS FOR THE WHOLE PACKAGE.

- a) The comparative statement of the prices prepared on the reference date shall remain firm throughout the execution period. Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.
- b) The lowest price received against BHEL tender need not be commercially lowest price (L1) and BHEL reserves the right to NEGOTIATE the same.
- c) BHEL reserves the right/option to REFLOAT the tender if L1 price is not the lowest acceptable price to BHEL.

VIII. PAYMENT TERMS:

ALL PAYMENTS WILL BE MADE BY ELECTRONICS TRANSFER OF FUNDS (EFT) SYSTEM. THE VENDOR SHOULD FURNISH THE EFT MANDATE.

100% WITHIN 30 DAYS FROM DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL SUBJECT TO RECEIPT OF PBG (PERFORMANCE BANK GUARANTEE).

IX. LOADING FACTOR:

IF THE OFFER IS NOT INLINE WITH THE TERMS & CONDITIONS SPECIFIED BY BHEL THE FOLLOWING LOADING CRITERIA WILL BE ADOPTED FOR EVALUATION.

A. PAYMENT TERMS:

INTEREST @ 14% P.A. SHALL BE COMPUTED FOR THE DIFFERENTIAL PERIOD BETWEEN BHEL TERMS OF PAYMENT AND THAT OFFERED. NO UNSECURED ADVANCE PERMITTED.

B. TRANSPORTATION CHARGE:

AS PER BHEL RATE CONTRACT PREVAILING ON THE DATE OF OPENING OF TENDER.

C. TRANSIT INSURANCE:

AS PER BHEL RATE PREVAILING ON THE DATE OF OPENING OF TENDER.

D.DELIVERY: DELAY IN DELIVERY PERIOD AFTER 5 MONTHS WILL BE LOADED @ 0.5 % PER WEEK SUBJECT TO MAXIMUM OF 10% IN PRICE C.S.T.

E. OTHERS:

ANY OTHER COST COMPONENT WHICH THE VENDOR HAS NOT QUOTED. EITHER A SEALED QUOTE FROM THE VENDOR WILL BE OBTAINED OR THE HIGHEST OFFER FOR THAT COMPONENT WILL BE LOADED.

F. BHEL WILL HAVE THE OPTION TO DEFER THE SUPPLIES OF ANY PURCHASE ORDER WITH A NOTICE PERIOD OF 20 CALENDAR DAYS.

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G. IN CASE OF UNSATISFACTORY PERFORMANCE OF QUALITY / DELIVERY BHEL WILL HAVE RIGHT TO DISCONTINUE THE CONTRACT IN PART OR FULL.

FINALLY VENDOR MUST AGREE TO DELIVERY TERM OF FOR BHEL EPD STORES AND PAYMENT TERMS AS PER CLAUSE VIII. NO DEVIATIONS WILL BE ALLOWED.

X. DEVIATIONS:

A SEPARATE SHEET INDICATING DEVIATIONS IN TECHNICAL SPECIFICATION, COMMERCIAL TERMS AND CONDITIONS TO BE ENCLOSED IN PART- A OF THE OFFER.

XI. LIQUIDATED DAMAGES:

IN CASE OF COMPOSITE CONTRACT, FOR ANY DELAY IN SUPPLY AND SUCCESSFUL COMMISSIONING OF THE EQUIPMENT AN AMOUNT OF 0.5 % PER WEEK UPTO A MAXIMUM OF 10% OF THE CORRESPONDING COMPONENT OF ORDER VALUE WILL BE DEDUCTED.

XII. CLARIFICATIONS SOUGHT BY BHEL DURING TECHNICAL & COMMERCIAL EVALUATION:

IN CASE BHEL ASKS FOR ANY CLARIFICATION THE VENDOR HAS TO SUBMIT THE SAME WITHIN THE SPECIFIED DATE OTHERWISE THE OFFER WILL BE EVALUATED CONSIDERING THE CLARIFICATIONS, IF ANY RECEIVED, AS ON THE SPECIFIED DATE. NO GRACE PERIOD OR LATE SUBMISSION IS ALLOWED.

XIII. RISK PURCHASE CLAUSE:

BHEL, AT ITS OPTION, WILL BE ENTITLED TO PURCHASE ELSEWHERE AT THE COST AND RISK OF THE VENDOR, EITHER THE WHOLE OR PART OF THE GOODS WHICH THE VENDOR HAS FAILED TO DELIVER WITHIN THE STIPULATED TIME. THE VENDOR SHALL BE LIABLE FOR ANY LOSS THAT BHEL MAY SUSTAIN BY REASON OF SUCH RISK PURCHASES. BHEL RESERVES THE RIGHT TO CANCEL THE CONTRACT IN FULL OR PART, IF PERFORMANCE WITH RESPECT TO QUALITY AND DELIVERY IS UNSATISFACTORY; AND BHEL SHALL HAVE THE RIGHT TO ENTER INTO CONTRACT WITH OTHER VENDORS AGAINST SUCH CANCELLATION OF CONTRACT AGAINST RISK PURCHASE CLAUSE.

XIV. INSPECTION:

INSPECTION OF THE MATERIALS WILL BE CONDUCTED BY BHEL EITHER ON IT RECEIPT AT BHEL OR AT VENDORS PLACE. IN CASE OF PRE DESPATCH INSPECTION ADEQUATE NOTICE HAS TO BE GIVEN BY THE VENDOR FOR DEPLOYMENT OF BHEL'S PERSONNEL. BHEL HAVE RIGHT TO REVIEW THE QUALITY PLAN OF THE MANUFACTURER AND ACCESS TO THE PROCESS DATA OF THE MANUFACTURER. ALL NECESSARY TEST & CALIBRATION CERTIFICATES SHOULD ACCOMPANY SUPPLY.

XV. MAINTENANCE MANUAL:

THE VENDOR SHALL PROVIDE 3 SET OF OPERATION AND MAINTENANCE MANUALS ALONG WITH THE RELEVANT DRAWINGS. THIS WILL BE CONSIDERED AS PART OF COMMISSIONING.

XVI. ERECTION AND COMMISSIONING:

IN CASE OF E&C IN THE VENDOR'S SCOPE, THE PERSONNELS DEPLOYED FOR THE JOB SHOULD HAVE THE NECESSARY CLEARANCE FROM HR DEPT OF BHEL. THE VENDOR SHOULD BRING ALL EQUIPMENTS AND MANPOWERS REQUIRED FOR ERECTION AND COMMISSIONING AS DETAILED IN THE THEIR SCOPE OF SUPPLY/WORK.

XV. PERFORMANCE BANK GUARANTEE:

PERFORMANCE BANK GUARANTEE FOR 10% OF THE TOTAL VALUE (BASIC PRICE) OF PURCHASE ORDER VALID FOR A PERIOD OF 18 MONTHS TO BE GIVEN TO BHEL BEFORE DESPATCH THE MATERIAL.

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TENDER REFERENCE: MM/10-11/Gear Box /11.05.2010.

ANNEXURE: A

DATE OF ISSUE: 11.05.2010.

LAST DATE FOR RECEIPT OF TENDER: 01.06.2010 BY 1.00 P.M

OPENING OF TECHNO COMMERCIAL BID: 01.06.2010 AT 2.30 P.M

ESSENTIAL CRITERIA OF TECHNO COMMERCIAL OFFER

ADDRESS OF THE FIRM

--

<u>SL.NO</u>	<u>PARAMETER</u>	<u>BHEL SPEC/REQUIREMENT</u>	<u>VENDOR OFFER</u>
1	Name of Contact person	TO BE MENTIONED	
2	E-mail ID	TO BE MENTIONED	
3	Mobile number	TO BE MENTIONED	
4	Land line number	TO BE MENTIONED	
5	Fax number	TO BE MENTIONED	
6	Delivery Term	F.O.R-BHEL EPD STORES	
7	Payment terms	100 %WITH IN 30 DAYS FROM DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL SUBJECT TO RECEIPT OF PBG (CLAUSE VIII) OF GENERAL TERMS & CONDITIONS.	
8	Price	FOR,BHEL,EPD, Bangalore	
9	LD Clause	APPLICABLE @0.5% PER WEEK UPTO A MAXIMUM OF 10 % OF UNDELIVERED PORTION OF THE PO VALUE	
10	Risk purchase clause	APPLICABLE	
11	Lead time	Five Months	
12	Offer validity	75 DAYS FROM DATE OF TENDER OPENING	
13	Contract validity	1 year from release of P.O.	
14	Tax and duty structure	Excise duty%	
		E Cess%	
		Central Sales Tax%	
		VAT %	
15		Any other	

NOTE: TENDER BOX IS AVAILABLE AT BHEL EPD PREMISES AT MAIN GATE RECEPTION.

SIGNATURE OF TENDERER

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TECHNICAL DEVIATIONS:

Following Are The Deviations From Enquiry Specifications:

TECHNICAL SPECIFICATIONS			
PAGE NO.	CLAUSE NO.	CLAUSE	DEVIATION

I confirm that all other clauses of Technical specifications are fully acceptable.

SIGNATURE OF TENDERER

COMMERCIAL TERMS & CONDITIONS:

Following Are The Deviations From Enquiry Terms & Conditions:

TECHNICAL SPECIFICATIONS			
PAGE NO.	CLAUSE NO.	CLAUSE	DEVIATION

I confirm that all other clauses of Technical specifications are fully acceptable.

SIGNATURE OF TENDER

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FORM NO. E – 5

Appendix -VIII

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

MODEL MANDATE FORM

INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING MECHANISM

SCHEME NAME AND THE PERIODICITY OF PAYMENT

1. INVESTOR/CUSTOMER'S NAME:

2. PARTICULARS OF BANK ACCOUNT

A. BANK NAME:

B. BRANCH NAME:

ADDRESS:

TELEPHONE NO:

C. 9- DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK:

D. ACCOUNT TYPE (S.B ACCOUNT/CURRENT OR CASH CREDIT) WITH CODE 10/11/13:

E. I F S C NO.

F. ACCOUNT NUMBER (AS APPEARIG ON THE CHEQUE BOOK):

G. E MAIL ID: ADDRESS

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

3. DATE OF EFFECT:

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I hereby,that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

(-----)
Signature of the Investor/ Customer

Certificate that the particulars furnished above are correct as per our records.

COMPANY STAMP

(-----)

Date:

SIGNATURE OF THE AUTHORIZED/ OFFICIAL
From the Bank

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BANK GUARANTEE FOR PERFORMANCE

To:

Bharat Heavy Electricals Limited,

Electroprocelains Division

Prof C N R Rao Circle

Opp. IISC, Malleswaram

BANGALORE 560012.

Bank Guarantee No :

Date of Issue :

Amount of Guarantee :

Guarantee cover from :

Last Date of Lodgement of Claim :

1. In consideration of Bharat Heavy Electricals Limited, having its Registered Office at Bangalore, India (hereinafter called "The Purchaser", which expression shall unless repugnant to

the subject or context include its administrators, successors and assigns) having entered into a

contract vide Purchase Order No.....

Dated..... . With M/s.....having its registered Office at -----

----- (hereinafter referred to as "The Supplier" which expression shall unless repugnant

to the administrators, executors and permitted assigns) for the supply of

"xxxxxxxxxxxxxxxxxxxxxxx" (which contract is hereinafter referred to as the "The Contract") and

the supplier, having agreed to provide a Guarantee for Performance of the Contract in the Form

of Bank Guarantee, we The..... (hereinafter called to as "The Bank" which

expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) do hereby unconditionally and irrevocably guarantee and

undertake to indemnify and keep indemnified the purchaser to extent of Rs.....(

) at any time against any loss, damage, costs, charges and expenses

including due to faulty design, faulty materials and bad workmanship caused to or suffered by or

that may be caused to or suffered by "the purchaser" on its mere written demand and without any

demur, reservations, recourse, contest or protest and without any reference to "the supplier" to

the extent aforesaid.

2. we "the said bank", further agree that "the purchaser" shall be the sole judge of and as to whether "the said supplier" has committed any breach or breaches of any of the terms and

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conditions of the contract and the extent of loss, damage, costs and expenses caused to or suffered by "the purchaser " on account thereof and the decision of the purchaser that the said

supplier has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses including due to faulty design, faulty materials and bad

workmanship caused to or suffered by or that may be caused to or suffered by "the purchaser"

from to time shall be final and binding on us notwithstanding any difference between the PURCHASER and the SUPPLIER or any dispute pending before any court, tribunal application or

any other authority to form.

3. We "the said bank" further agree that this guarantee shall come into force upon the. Effective

Date as defined in bank performance guarantee clause of contract and shall remain in force for a

period of 12 months from the date of commissioning or 18 months from the date of last dispatch

whichever is earlier unless a notice or claim under this guarantee has been served on "the said

Bank" before the expiry of said period of validity i.e..... inclusive of claim period in which

case this guarantee shall be enforceable against "the said Bank".

4. "The purchaser" shall have the fullest liberty without affecting in any way the liability of "the

said Bank" under this guarantee from time to time to vary any of the terms and conditions of the

said contract or to extend time for Performance thereof by "the said supplier" or to postpone for

any time and from time to time any of the powers exercisable by it against "the said supplier" and

either to enforce or forbear from enforcing any of the terms and conditions governing "the said

contract" or securities available to the purchaser and "the said bank" shall not be released from

its liabilities under these presents by any exercise by "the purchaser" of the liberty with reference

to the matter aforesaid or by reason of time being given to the said purchaser or any other forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to

"the said supplier" or of any other matters or thing whatsoever under the law relating the securities would but this provision have the effect of so releasing "the said Bank" from its liability

hereunder.

5. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be

necessary for "to proceed against "the said supplier "before proceeding against" the Bank and the

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guarantee herein contained shall be enforceable against "the Bank" notwithstanding any other security which "the purchaser" may have obtained or obtain from "the supplier" at the time when

proceedings are taken against "the said Bank" in any manner whatsoever.

6. Unless extended, this guarantee shall remain in force till provided however, that should it be necessary to extend we shall extend forthwith the period of this guarantee on your request till such time as may be required by you.

7. We "the said Bank" further undertake not revoke the guarantee during its currency except with

the previous consent of "the purchaser" in writing and agree that any change in the constitution of

"the said supplier" or the bank shall not discharge our liability hereunder in any manner whatsoever.

8. Our liability under this guarantee is limited to Rs.....(Rupees)

9. We have power to issue this guarantee in your favour and the undersigned who are executing

this guarantee have the necessary power to do so on behalf of the Bank under the

.....

10. This guarantee shall come into force immediately on release of payment of RS.....(Rupees) by the purchaser to the supplier.

"Notwithstanding anything contained herein:

a) Our liability under this Bank guarantee shall not exceed Rs.....(Rupees).

b) This bank guarantee shall be valid only up to And

c) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only

and only if you server us a written claim or demand on or before

Place:

Dated:

Constituted Attornery