



NOTICE INVITING TENDER FOR THE SUPPLY OF 250 KVA UPS WITH OUT BATTERIES

Dt: 03.09.2010

BHEL/EPD is desirous of procuring one number of "Micro processor based 250 kVA 3 phase to 3 phase, on line Double conversion UPS system along with advanced IGBT/PWM technology and digital microprocessor controls in all aspects i.e. both charger and inverter. The scope of work includes supply of UPS with battery connecting Cables, Installation, testing and commissioning.

Sealed bids are invited under two part bid system from the interested suppliers with sound technical and financial capabilities fulfilling the requirements stated in the bid document. Suppliers to study the application before quoting. The UPS to be provided with minimum three years warranty.

Interested and eligible suppliers may study the tender document carefully and offer their bids in the 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 mentioning the price only for a) supply portion, b) installation and commissioning at EPD/Bangalore. The offer should be submitted in sealed covers super scribing tender number & due date addressed to

AGM / MM

Bharat Heavy Electricals Ltd
Electro Porcelains Division
PB No: 1245, Prof.CNR Rao Circle,
Science Institute Post, Malleswaram
Bangalore – 560 012

1. Tender number: MM/10-11/ 250 KVA UPS / dt 03/09/2010
2. Last date of receipt of Tender: 14.00 hrs on 25/09/2010 at EPD, Bangalore
3. Tender will be opened on: 25/09/2010 at 14.30 hrs at EPD, Bangalore.

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

Techno - commercial bid i.e. Part A will be opened on 25-09-2010 at 2.30 PM in the presence of tenderers who represent at the time of opening.



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Format for Techno Commercial Bid

TENDER REFERENCE MM/10-11/ 250 KVA UPS / dt 03/09/2010, DUE ON 25-09-2010

DATE OF ISSUE: 03-09-2010

LAST DATE AND TIME FOR RECEIPT OF TENDER: 25-09-2010 within 2.00PM

DATE & TIME OF TENDER OPENING (Techno commercial bid): 2.30PM on 25.09.2010

DETAILS OF THE VENDOR:

NAME AND ADDRESS OF THE TENDERING FIRM

PART A. PRE QUALIFICATION BID

a) Technical

PRE QUALIFICATION TECHNO COMMERCIAL BID SHOULD COVER ALL TECHNICAL QUALIFICATION DETAILS, EXPERIENCE DETAILS, AND CONTRACTUAL TERMS EXCLUDING PRICE.

b) Commercial

SL NO	DESCRIPTION	BHEL REQUIREMENT	VENDORS' OFFER
1. Terms of quote			
	1 A	FOR BHEL-EPD	
	1 B. Applicable for Imports	FOB/ FAS Any Foreign port	
Taxes and duties			
2	EXCISE DUTY/SERVICE TAX	%	
3	E. CESS	%	
4	CST/VAT	%	
5	CUSTOM DUTY	%	
6	CVD	%	
7	E. CESS	%	
8	SAD	%	
OTHER TERMS			
9	PAYMENT TERMS : IMPORTS	A) 70 % OF PO VALUE WITHIN 60 DAYS OF DESPATCH OF MATERIAL, THROUGH LC B) 20 % OF PO VALUE AND 90 % OF COMMISSIONING CHARGES ON COMPLETION OF ERECTION AND COMMISSIONING C) BALANCE 10% OF PO VALUE AND COMMISSIONING CHARGES AFTER WARRANTY PERIOD OR ON SUBMISSION OF PBG AFTER TRIAL RUN.	
10	PAYMENT TERMS INDIGENOUS	A) 70 % OF PO VALUE +100% TAXES AND DUTIES ON RECEIPT OF MATERIALS IN EPD STORES THROUGH NEFT B) 20% OF PO VALUE AFTER COMPLETION OF ERECTION AND COMMISSIONING. C) BALANCE 10% OF PO VALUE AGAINST PBG FOR ONE YEAR AFTER E&C	
11	DELIVERY TERMS	F.O.R BHEL- -EPD	
16	LEAD TIME	LEAD TIME REQUIRED TO SUPPLY FROM THE DATE OF RELEASE OF PURCHASE ORDER	
17	LD CLAUSE	0.5% PER WEEK UP TO A MAXIMUM OF 10% OF THE TOTAL VALUE OF THE ORDER FOR DELAYED DELIVERY	
18	RISK PURCHASE CLAUSE	AS PER BHEL NORMS	
19	ANY OTHER CLAUSE	STATUTORY REQUIREMENT VIZ: ESI, PF COVERAGE FOR THE WORKMEN ENGAGED FOR E&C	



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**BHARAT HEAVY ELECTRICALS LIMITED
ELECTROPORCELAINS DIVISION, BANGALORE-12**

TENDER FOR THE SUPPLY OF 250 kVA UPS WITH OUT BATTERY

GENERAL TERMS & CONDITIONS

TENDERS SHOULD BE SUBMITTED IN TWO PARTS

PART-A: TECHNO-COMMERCIAL BID	PART-B: PRICE BID
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THE OFFER SHOULD BE SUBMITTED IN A SEALED COVER SUPER SCRIBING TENDER NUMBER & DUE DATE ADDRESSED TO:

ADDL GENERAL MANAGER / MM
BHARAT HEAVY ELECTRICALS LTD
ELECTRO PORCELAINS DIVISION
PROF., C N R RAO CIRCLE
PB NO: 1245, SCIENCE INSTITUTE POST
MALLESWARAM
BANGALORE – 560 012

SO AS TO REACH HERE WITHIN 2.00 P.M. ON THE DUE DATE AND THE TENDERS WILL BE OPENED AT 2-30 P.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



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TECHNO-COMMERCIAL CONDITIONS SHALL INTERALIA CONTAIN THE FOLLOWING:-

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

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

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.*****

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 OUT 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.



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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:

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 THE PRICE BID AND SUBMIT THE LATEST PRICE BID, 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.



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VIII. PAYMENT TERMS:

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

- 70% OF MATERIAL VALUE PLUS FULL TAXES & DUTIES AGAINST DELIVERY OF MATERIALS. MODVAT GATE PASS SHOULD ACCOMPANY SUPPLIES.
- 20% OF MATERIAL VALUE AFTER SUCCESSFUL ERECTION & COMMISSIONING + E&C CHARGES.
- 10% OF MATERIAL VALUE ON SUBMISSION OF PERFORMANCE BANK GUARANTEE ISSUED BY SCHEDULED BANK FOR A VALUE OF 10% OF TOTAL ORDER VALUE. CORPORATE GUARANTEE IS NOT ACCEPTABLE.

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:

FOR ANY DEVIATION TO THE PAYMENT TERM OFFERED w.r.t NIT, THE LOADING SHALL BE REFERENCED WITH PRIME LENDING RATE OF SBI + 2% FOR THE PERIOD OF RELAXATION SOUGHT.

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. 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

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

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

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:

FOR ANY DELAY IN SUPPLY AND SUCCESSFUL COMMISSIONING OF THE EQUIPMENT, AN AMOUNT OF 0.5 % PER WEEK OF DELAY OR PART THEREOF SUBJECT TO A MAXIMUM OF 10% OF THE FULL ORDER VALUE WILL BE DEDUCTED.



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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..

XIV. INSPECTION:

PRE DESPATCH INSPECTION OF THE MATERIALS WILL BE CONDUCTED BY BHEL AT VENDORS PLACE. FOR PRE DESPATCH INSPECTION, ADEQUATE NOTICE HAS TO BE GIVEN BY THE VENDOR FOR DEPLOYMENT OF BHEL'S PERSONNEL. BHEL WILL 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. MAINTENACE MANUAL:

THE VENDOR SHALL PROVIDE 3 SETS OF OPEARTION AND MAINTENANCE MANUALS ALONWITH 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.

XVII. TRAINING:

THE VENDOR SHALL TRAIN BHEL PERSONNEL ON OPEARATION AND MAINTENANCE OF THE EQUIPMENT.



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PRICE BID FORMAT – PART B

FOR DOMESTIC SUPPLIERS

PRICE of 250 kVA UPS WITH BATTERY (on F.O.R. Basis)	Rs (In figures and words)
Taxes %	
Duties %	
Cost of E & C	
Any other charges	
Remarks	



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SPECIFICATION OF 250 KVA UPS

1. RATING OF UPS : 250 KVA

2. TECHNOLOGY :

On line UPS double conversion with advanced IGBT/PWM technology and digital microprocessor controls in all aspects i.e. both charger and inverter

3. INPUT:

380 to 480 volts, 50 hz.

4. CHARGER:

Constant voltage, current controller, power walk-in circuit to be provided
ripple should be <2%.

5. OUTPUT:

415 V +/- 1 %, 3phase, 4 wire, + Ground

Voltage transient response: +/-5% (10-100%linear load)

Transient recovery time: <5 milli seconds

Wave form: pure sine wave

Rated Power Factor: 0.9 TO UNITY

Ratio of out put current peak value to RMS value : 3:1

Frequency Sync. Range: 50hz

Frequency regulation (battery mode) : +/- 0.1 %

Frequency slew rate: < 1hz/s

Transfer time(Normal Mode): 15ms

Insulation resistance: 5M ohm (500vdc)

Dielectric Strength: Input to earth & Output to earth is 1500Vac for 1min

6. OVERLOAD CAPACITY

150% for 1 minute in normal operation,

125% for 10 minutes in normal operation

7. ENCLOSURE

Sheet thickness/Material :

Front Door: 2mm

Side door : 1.6mm

Top Cover: 1.2mm

8. Degree of Protection : IP 20



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9. Cooling : Forced air cooling

10.BATTERY BACK UP : 15 MIN

11.SCOPE OF WORK : Supply, Installation, testing & commissioning of UPS
(Battery will be supplied by BHEL as per vendor specification), Battery
connecting cables to be supplied by the supplier.

12.WARRANTY : 3 years

13.Output Harmonic Distortion (Ph./N)

3% THD maximum and 1% any single harmonic for a 100% linear load
5% THD maximum and 100% non-linear

14.Crest Factor : 3:1 Minimum

15.Emergency Power off (EPO) : To be provided

16.Back feed Protection : To be Provided (The back feed protection device
prevents any current that could cause an electric shock from back feeding to
the incoming power supply connections).

17.DISPLAY:

Metered parameters (LCD Display)

Input Voltage
Input Current
Input Frequency
Battery voltage
Battery Current (recharge or
Discharge) By-pass Voltage
Output Voltage
Output Frequency
Output Current
Output Power
Output peak current
By-pass input voltage
By-pass output voltage
By-pass input voltage

Number of hours of operation



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In by-pass mode on inverter mode
Number of complete discharges
Temperature of the system
Temperature of the rectifier
Temperature of the Inverter
DC Voltage at the inverter input
AC voltage at the inverter output

18. Event Log :

Display a log of status and alarm errors to be provided for upto 120 events or more on the front panel display.

19. Generator Compatibility : To be compatible for 3 phase, 4 wire, 415V, 50 Hz DG set supply also.

20. Software Features :

Communication Software:

Sequential and prioritized shutdown
Events Scheduling
Graphical display of the UPS Status and data
Automatic saving of the event log
Programming the UPS commands

21. Efficiency: Min 93% - supplier to indicate their design, efficiency in the techno commercial bid.

22. Cable Entry: Bottom

23. Techno-commercial offer to Indicate

- a. Overall Size (H*W*D) in mm
- b. Supplier to indicate the type and rating of batteries to be connected for UPS panel.
- c. Supplier to provide Panel dimensional drawing , single line diagram, Battery rack arrangements drawing.
- d. Supplier to provide bill of material for switch gears.
- e. Supplier to provide 3 years warranty for UPS.



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24. Qualification Criteria

1. Supplier should be a OEM / authorised dealer of OEM.
2. Supplier should have spares and service centre at Bangalore & the address to be furnished, for providing 24/7 service support.
3. Supplier should have supplied at least 2 units of similar or higher rating i.e., 250 KVA and above for similar application in the last 3 years and respective performance certificates from their clients to be in the techno-commercial bid. Clients certificates is essential criteria for this offer.
4. Supplier to study the proposed application of centrifugal blowers in a kiln at BHEL-EPD before submitting the offer.



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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 state, 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 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



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“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 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 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.



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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