



ISO 9001-2000,ISO 14001  
and OHSAS 18001 certified  
company  
SubContract and Purchase  
Deptt.

**Bharat Heavy Electricals Limited**  
(A Govt. of India Undertaking)  
**Power Sector – Northern Region,**  
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,  
NOIDA – 2 01301 (INDIA)  
Phone: 91-120-2515476 / 2515464 / 2515479  
Fax 91-120-2515464 / 2515467  
Email: [sku@bhelpsnr.co.in](mailto:sku@bhelpsnr.co.in) / [vks@bhelpsnr.co.in](mailto:vks@bhelpsnr.co.in)

**TENDER NOTICE**

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<a href="#">BHEL/PSNR/SCP/VKS/ E-1369</a>	<b>ELECTRIC MOTOR DRIVEN (PORTABLE) RECIPROCATING AIR COMPRESSORS WITH OIL INJECTION COOLING AS PER DETAILS ENCLOSED WITH TENDER.</b>  <b>QTY REQUIRED 03 NOS</b>	<b>02.06.2007</b>  3.30PM (IST)

Notes:

1. For detailed tender enquiry, please visit BHEL web site [www.bhel.com](http://www.bhel.com)
2. Purchase Preference will be given to CPSUs as per Indian Govt. Guidelines.
3. **Consignees for one number each shall be as given below**  
**A. Construction Manager, N. C.P.P, Dadri Site, (U.P.)**  
**B. Construction Manager Harduaganj Site, (U.P)**  
**C. Construction Manager, Chabra Site ,(RAJ).**

**AGM/SCP**



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### **TENDER ENQUIRY**

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India as follow: -

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
<b>BHEL/PSNR/SCP/VKS/ E-1369</b>	<b>ELECTRIC MOTOR DRIVEN (PORTABLE TROLLEY MOUNTED) RECIPROCATING AIR COMPRESSORS WITH OIL INJECTION COOLING AS PER DETAILS ENCLOSED WITH TENDER. FAD 250 CFM (7M<sup>3</sup>/min) NORMAL WORKING PRESSURE 7 KG/CM<sup>2</sup>, AS PER DETAILS ENCLOSED IN ANNEXURE-1. BIDDERS MAY SUBMIT PRICES WITH TROLLEY AND WITHOUT TROLLEY SEPRATELY.</b>  <b>QTY REQUIRED 03 NOS</b>	<b>04.06.2007</b>  3.30PM (IST)

DESTINATION FOR SUPPLY IS AS FOLLOW:

1. 1 No at Dadri Site Near Ghaziabad, (U.P.)
2. 1 No at Harduaganj Site Near Aligarh, (U.P)
3. 1 No at Chabra Site , (RAJ).

### **QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-**

THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE. OFFER FROM ONLY THOSE MANUFACTURERS (DIRECTLY OR THROUGH THEIR AUTHORISED DEALER) WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING SIMILAR OR HIGHER CAPACITY AND SHOULD HAVE SUPPLIED MINIMUM 5 UNITS OF ELECTRIC MOTOR DRIVEN RECIPROCATING TYPE AIR COMPRESSORS IN THE LAST 3 YEARS.

### **NOTES:-**

- (i) The Tender Document comprise of following;
  - (1) Tender Notification
  - (2) Tender Invitation
  - (3) Technical Particulars.
  - (4) Annexure-1(Technical Specifications)
  - (5) Special Terms & Conditions.
  - (6) General Terms & Conditions.
  - (7) Rate Schedule
  - (8) Format for BG

- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
- (iii) Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued **free of cost on** all working days between 09.30 Hrs. to 15.30 Hrs within the period i.e **upto 04.06.2007**. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) tenders must be submitted to the undersigned **latest by 04.06.2007** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 04.06.2007**.
- (v) The present destination for supply of compressors is as per given above, However, the destination is subject to change as per deployment plan at the time of delivery
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

**AGM/SCP**

**TECHNICAL PARTICULARS**  
**ELECTRICALLY OPERATED RECIPROCATING AIR COMPRESSORS**

COMPRESSOR TYPE	ELECTRICALL MOTOR DRIVEN AND RECIPROCATING.
OPTIONS	WITH TROLLEY / WITHOUT TROLLEY ( <b>PREFERENCE SHALL BE GIVEN TO THE BIDS WITH TROLLEY</b> )
FREE AIR DELIVERY	250 CFM ( 7M³/Min).
WORKING PRESSURE	7 KG/CM².
ELECTRIFICATION	SUITBLE 3 PHASE,4 WIRE POLE 415 V AC TEFC IP55 PROTECTION.
INSULATION	F Class.
DOCUMENTS	3 SETS OF OPERATION & MAINTENCE MANUALS.
SPARES	01 SET OF OIL FILTERS

Packing: The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by rail / road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed .

PAST EXPERIENCE & QUALIFICATION REQD. THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE. OFFER FROM ONLY THOSE MANUFACTURERS (DIRECTLY OR THROUGH THEIR AUTHORISED DEALER) WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING SIMILAR OR HIGHER CAPACITY COMPRESSORS AND SHOULD HAVE SUPPLIED MINIMUM 5 UNITS OF SIMILAR OR HIGHER CAPACITY IN THE LAST 3 YEARS. (EVIDENCE FOR THE SAME TO BE ENCLOSED WITH TECHNICAL OFFER)

SPECIAL NOTE: BIDDERS ARE REQUESTED TO OFFER THE EQUIOMENT STRICTLY IN LINE WITH DETAILED TECHNICAL SPECIFICATIONS AS PER ONE SHEET OF ANNEXURE-I ATTACHED WITH THIS TENDER. TECHNICAL DATAS AND DETAILED CATALOGUE OF THE OFFERED PRODUCT SHOULD BE ATTACHED WITH OFFER.

**SPECIFICATION OF AIR COMPRESSOR**

Trolley (with tyre) mounted (Portable) Electric Motor driven Reciprocating air compressor with oil injection cooling. Free air delivery 250 CFM (7M3/min.) normal working pressure 7 kg/ cm<sup>2</sup> fitted with flexible coupling and first fill of lub oil for compressor along with all accessories as per details given below:

1. Suitable 3 Phase, 4 Pole 415 V AC TEFC IP55 Protection, motor with F' class insulation.
2. Automatic star-delta startor along with single phasing / overload protection and suitable ON/ OFF main switch with HRC fuses.
3. Voltmeter / Ammeter with selector switches – 1 No. each
4. Air/Oil discharge temperature high trip indication – 1 no.
5. Air /Oil pressure gauges, vacuum gauge & hour meter – 1 No. each
6. Air Oil temperature gauge & oil level indicator – 1 No. each
7. ON, OFF & TRIP Indication – 1 No. each
8. Oil tank / Air Receiver, air out let valve & air discharge gauge- 1 No. each
9. Safety valve & unloader valve and NRV – 2 Nos.
10. NRV, Pressure Regulator – 1 No. each.
11. Radiator with cooling fan – 1 No. each
12. Sheet metal enclosure (suitable for out door operation) lockable with side folding doors, lifting lugs, four Nos. service valves (2 nos. ¾” and 2 Nos. 1 ½” size) with suitable for air **inflater** and gauge.
13. Testing and commissioning required at site.

## **SPECIAL TERMS AND CONDITIONS**

Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, supervision of testing and commissioning of **THREE NOS ELECTRIC MOTOR DRIVEN (PORTABLE TROLLEY MOUNTED) RECIPROCATING AIR COMPRESSORS** as per detailed specifications so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on **04.06.2007**.

Tender should not be addressed to any Individual's name but only by designation to:

**ADDITIONAL GENERAL MANAGER/SCP  
BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt. of India Undertaking)  
Power Sector-Northern Region,  
Plot no.25, Sector 16 A PB NO. 55,  
NOIDA –201301 (INDIA)**

The tenderers are advised to submit the bid in conformity with the following: -

**1. Offer should be submitted in two part bid system as under;**

**1.1 Part - I Techno-Commercial bid.** It should include the following: -

- i) Technical specifications along with necessary catalogues, drawings, and technical literatures for switches , safety protections & alarms and motors of the offered compressors in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of compressors manufactured, supplied and their performance report from respective customers.
- iii) Questionnaire duly filled.
- iv) Details of service facilities available in India for 'After Sales Service'.
- v) Acceptance to commercial terms and conditions.
- (vi) **Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
- (vii) In case of foreign bidder offer, the Principal's technical offer only should be enclosed, and the price should be on F.O.R, in I.N.R only
- (viii) Bidders shall submit their offer in **INR only**, the same to be indicated in their offer (Part-I).
- (x) Commercial  
This part shall include / indicate the following :
  - a) Station of dispatch
  - b) Terms of payment
  - c) Taxes & duties applicable.
  - d) Delivery Schedule
  - e) Offer validity
  - f) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format enclosed.
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid.

2. Following should be super scribed on the envelopes of the two parts of the Bid.

**Part I: Techno-Commercial Bid:-**

Tender for:  
Tender No.: Due on :

**Part II (Price bid)**

Tender for:  
Tender No.:

3 **Both Part I and Part II should be individually sealed and super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed as :**

**Tender for :**  
**Tender No.: Due on:**  
**Containing Part I and Part II of the offer.**

4 The tenders should be sent sufficiently in advance so as to reach before the due date and time. **BHEL shall not be responsible in case of delay in receipt of tenders.**

5 **Inspection, Supervision of Testing & Commissioning and Training: -**

The supplier shall offer the compressors for inspection at manufacturer's works as per international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative.

Testing and commissioning of compressors at site will be under supervision of competent engineer from the manufacturer without any additional charges. **Testing shall be carried out on assembly / commissioning of compressors at site in presence of engineers from manufacturer and equipment will be taken over on successful completion of commissioning at site.**

6. **The delivery required is within two months progressively from date of P.O. However, tenderers should indicate the best possible delivery period.**

7. Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.

8. **Service support of the equipment under purchase is of utmost concern.** Tenderers shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.

9. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature upto 50<sup>0</sup> C. The electrical and controls should be tropicalised to withstand such climatic conditions.

10. **Payment Terms:** Tenderer shall adhere to the following payment terms :-

- a) 90% of Ex-Works value of compressors and spares with 100% taxes, duties, freight packing & forwarding and insurance against despatch documents.

- b) 10% of Ex-Works value of compressors and spares on installation and commissioning of compressors at sites.

The set of despatch documents for 90% payment shall be as follows

- Three Original of tax Invoices (Cenvat / Modvat Invoice)
- One original and one copy of Packing List
- Inspection and Test Certificate of the compressors at Manufacturer Works, duly certified by BHEL or its Authorised Agency or its waiver.
- Warranty Certificate for the goods
- Catalogue of compressor model supplied
- Certificate confirming, "Goods supplied are new".

**NOTES:-**

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.

- (ii) **No advance shall be paid.**

**11. Warranty: -**

The Compressors offered shall carry a warranty for a period of 12 months from the date of commissioning of compressors at site. **Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items.**

12. **The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period.**

13. On acceptance of techno-commercial and price bids, **BHEL reserves the right to conclude the contract either on Ex- works or FOR site basis at its sole discretion.**

14. All sheets of the offer should be duly signed and stamped by the tenderers.

15. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

16. All lubricants / consumables (except fuel), if required for successful commissioning of the elevator shall be supplied along with the elevators without any extra cost.

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**GENERAL TERMS & CONDITIONS**

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 10** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

**No advance shall be paid.**

In case of payment through , Bank all incidental charges will be to the Beneficiary's account.

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in **Bharat Heavy Electricals Limited**.
9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
10. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% ( half percent) of the value of goods in arrears per week subject to a maximum of 10% ( ten percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
11. **Risk Purchase:-** Alternatively, 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 or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original

shipment. The tenderers shall also offer load test/over load test of the crane at manufacturers works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.

13. **Performance Bank Guarantee** :- Goods will be guaranteed by the tenderer against any manufacturing defect, bad workmanship, bad material used etc., for a period of 12 months from the date of commissioning at site. Any material found defective or fails within the guarantee period due to any of the above reasons within this period will have to be replaced by the supplier free of cost, and any other charges including to and fro transportation charges etc. will also be borne by him. **A Bank Guarantee from bank as per enclosed list or any scheduled bank, and equal to 5% of the order value and valid upto 12 months from the date of commissioning of compressors at sites for the satisfactory performance of the store shall be furnished at the time of claiming final 10% payment.**
14. **Insurance**: - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks including 120 days storage risk from the date of delivery of the goods at the final destination.

In all other cases, supplier must furnish particulars of despatch i.e. station of despatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the despatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

**Note : However, the supplier shall still remain responsible for defective parts or short supply and defective packing.**

15. **Metric System**:- Suppliers are requested to give metric measurements while quoting.
16. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi(India).
17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

AGM./SCP.

ANNEXURE-II

RATE SCHEDULE

Sl.No.	DESCRIPTION	PRICE IN INR
1.	TOTAL PRICE FOR SUPPLY OF 3 (THREE) NUMBER OF COMPRESSORS COMPLETE AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ENQUIRY INCLUDING SUPERVISION OF TESTING & COMMISSIONING OF COMPRESSORS AT SITE.	
2	PACKING AND FORWARDING CHARGES	
3.	INSURANCE (MARINE) CHARGES FROM MANUFACTURING WORKS UPTO DESTINATION IN INDIA.	
4.	EXCISE DUTY, CST WITH AND WITHOUT C FORM (CENVAT/MODVAT DETAILS)	
5.	TRANSPORTATION / FREIGHT CHARGES FROM MANUFACTURER WORK PLACE TO BHEL SITE OFFICE , AS PER BELOW. 1) N. C.P.P Dadri, Near Ghaziabad (U.P.) 2) Harduaganj , Near Aligarh ( U.P) 3) Chabra ( Raj ) , Near Guna (M.P)	
	GRAND TOTAL	

NOTES:

1. **Tenders will be evaluated based on the prices quoted upto FOR Site.** Bidders are requested to quote for each and every item from 1 to 5 as indicated above. Please indicate NIL against items not applicable.
2. CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the tenderer is availing **MODVAT** credit for his input materials, the effect of Performa credit should be passed on to the purchaser.
3. Any other charges, if not specified above, may also be indicated.
4. Incomplete offer received may not be considered.
5. The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
6. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.

(Signature and Seal of Tenderer)

Formats for execution of Bank Guarantees:

**Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.State Bank of Mysore, 5.Canara Bank, 6.Bank of Baroda, 7.Punjab National Bank, 8.Deutsche Bank, 9.HDFC Bank, 10.Standard Chartered Bank, 11.Citi Bank, 12.Standard Chartered Grindlays Bank & 13.Bank of America)**

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**A. CONTRACT EXECUTION BANK GUARANTEE**

**This** deed of guarantee made this ..... day of ..... 200.. by the ..... in favour of **Bharat Heavy Electricals Limited**, having its registered Office at New Delhi with its Unit Office at ..... (Hereafter called the first party) where as M/s ..... having its registered office at ..... (hereafter called the contractor) have entered in to contract with the first party for the supply of ..... vide purchase order No ..... dated .....

**And** whereas the contractor M/s ..... have approached the ..... for a guarantee and at their request and in consideration of the arrangement arrived at between the contractor and the BHEL the said ..... has agreed to give such guarantee as herein after mentioned to the aforesaid first party.

**Now** therefore, these present witness that we the ..... do hereby undertake to the first party a sum of Rs ..... (Rupees ..... only) without demur/on demand being made by the said first party and to keep the first party indemnified to the extent of Rs ..... (Rupees ..... only) by virtue of this guarantee against any breach in execution of contract without giving prior information to the party of the same (the decision in this respect being solely the discretion of the first party). We further undertake to pay ..... the aforesaid amount in the lump sum on demand without demur or such part thereof as the first party may demand from time to time, irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any court tribunal of arbitration proceedings or before any authority.

**The** aforesaid guarantee will remain in full force and we shall be liable under the same irrespective of any concession for time being granted by the said first party to contractor M/s ..... in or for fulfilling the said agreement between the contractor M/s .....and the first party and the guarantee will remain in full force till ..... irrespective of any change of terms, conditions or stipulation or any variations in the terms of said agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

**Further** we shall not be released from this guarantee by any forbearance or the exercise or non exercise of any of the power or rights under the said agreement by the said first party against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any power or rights, modifications or changes made in the said agreement or concessions shown to contractor M/s \_\_\_\_\_ by the first party is given to us or not.

**The guarantee** herein contained shall not be determined or affected by the liquidation of winding up or insolvency of or change in the constitution of the contractor M./s \_\_\_\_\_ but shall in all respects and for all purposes binding and operative until all payments of al moneys dues or that may hereafter becomes due to the said first party is paid in respect of any liability or obligation for the contractor under this guarantee subject to however that the first party shall have no right under this guarantee after expiry of six months from the date of completion of the contract unless this guarantee is extended by mutual agreement.

**And** lastly we \_\_\_\_\_ undertake not to revoke this guarantee during its currency except with the previous consent of the first party in writing. The \_\_\_\_\_ hereby declares that it has power to issue this guarantee under the Company's memorandum and article of association and the undersigned has full power to do so on its behalf under the power of attorney dated \_\_\_\_\_ granted to him by the proper authorities of the Company.

**Notwithstanding** anything contained here in before, our liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force till \_\_\_\_\_ unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against within 6 months from the date, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liability there under.

**Dated**..... the.....by its constituted attorney.

**B. PERFORMANCE 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 High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli 620014 (hereinafter called "the Company") having entered into a contract with \_\_\_\_\_ 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: \_\_\_\_\_ dated \_\_\_\_\_ between BHEL, Tiruchirapalli and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs \_\_\_\_\_ for the due performance of the equipment to be supplied under

the above referred contract and for the fulfillment of all the terms and conditions of the contract. We ..... (indicate the name of the Bank) (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 ..... 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 ..... (indicate the 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 .....
3. We undertake to pay unconditionally 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 there under and the Contractor (s) shall have no claim against us for making such payment.
4. We ..... (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken 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 claim satisfied or discharged or till ..... Office/Department/Division 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 the ..... 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 will be 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.

6. We ..... (indicate the 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. 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 or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.
10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

We ..... (indicate the 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 ..... (indicate the name of Bank) have  
hereunto set out Bank Seal the      Day    month 200.