


REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: MSSM900023 RFQ DATE : 22.JAN.2010	Due Date 22.FEB.2010 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
MMI:PU:RF:003			
		(for all correspondence) Purchase Executive : MUKTAR SHERIFF Phone : 26998931 Fax : 00918026989225 E-mail: shariffm@bheledn.co.in	

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be enclosed in a sealed envelope / Fax superscribed with RFQ no.and due date, should reach us on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours at the venue mentioned above. **PLEASE DROP THE OFFER IN THE BOX PROVIDED AT RECEPTION.**


SPECIAL TERMS AND CONDITIONS:

- TENDER/OFFER MUST BE SUBMITTED IN TWO PARTS: (1).TECHNO- COMMERCIAL BID (2).PRICE BID.
- QUOTATIONS MAY BE SUBMITTED BY ORIGINAL EQUIPMENT MANUFACTURER'S (OEM'S) OR THEIR AUTHORISED DEALERS.
- VENDOR HAS TO CONFORM TO THE CLAUSES IN THE PURCHASE SPECIFICATIONS (1250 KVA DRY TYPE CAST RESIN TRANSFORMER). DEVIATIONS, IF ANY, TO BE BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
- VENDOR IS ADVISED TO GO THROUGH THE GENERAL TERMS AND CONDITIONS, DOCUMENT CPD-01 ENCLOSED WITH THIS RFQ.
- VENDOR HAS TO CONFORM TO ALL THE CLAUSES LISTED IN THE COMMERCIAL TERMS (ANNEXURE A). DEVIATIONS, IF ANY, TO BE HIGHLIGHTED AND BROUGHT OUT CLEARLY IN THE TECHNICAL BID.
- DELIVERY REQUIRED: 12 WEEKS FROM THE DATE OF PO.
- TERMS OF PAYMENT: 75% WITH 30 DAYS CREDIT AFTER RECEIPT OF MATERIAL, 15% AFTER INSTALLATION & COMMISSIONING AND 10% AGAINST SUBMISSION OF PERFORMANCE BANK GURANTEE(PBG) OR AFTER WARRANTY PERIOD.
- QUOTATION SHOULD BE VALID FOR 90 DAYS FROM DUE DATE.
- BHEL RESERVES THE RIGHT TO RESORT TO REVERSE AUCTION BEFORE THE PRICE BID OPENING.

SI No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	Dry Type OLTC Transformer with RTCC SPECISIFICATION FOR 1250 KVA DRY TYPE CAST RESIN TRANSFORMER. 1. Type of Transformer : Cast Resin Dry Type 2. Location : Sheltered area 3. Application : Distribution 4. Standard Reference : IS 11171,2026 5. KVA Rating : 1250 KVA 6. Rated Voltage No Load Voltage Ratio : 11000 V/433V 7. Rated Frequency : 50 HZ 8. No of Phases : 3 9. Connections: 9.a) HV Winding : Delta - D 9.b) LV Winding : Star - Y 10. Vector Group : DYn 11 11. Taping on HV 11.a) Type : On Load Tap Changer Suitable for parallel	2	NO	2	31.MAY.2010

For and On behalf of BHEL.

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
	<p>operation of Transformers</p> <p>11.b) Tap Range : + 10 % to minimum - 24 % in steps of 2 % to 2.5 %</p> <p>12. Winding Material : Copper</p> <p>13. Insulation Class : F</p> <p>14. Type of Cooling : AN (Air Natural)</p> <p>15. Impedance at Principal Tapping : 5.45%</p> <p>16. Efficiency at full load at unity power factor : Not less than 98 %</p> <p>17. Voltage Regulation at full load:</p> <p>17.a) At Unity Power Factor : Not more than 1 %</p> <p>17.b) At 0.8 Power Factor Lagging : Not more than 3.6 %</p> <p>18. No Load losses at rated frequency and rated voltage : Not more than 2.5 KW</p> <p>19. Load losses at rated current : Not more than 11 KW</p> <p>20.Impulse withstand Voltage HV winding : 75 KV Peak</p> <p>21. Power frequency withstand voltage for one minute :</p> <p>21.a) HV Winding : 28 KV RMS</p> <p>21.b) LV Winding : 3 KV RMS</p> <p>22. Maximum temperature rise of winding over an ambient temperature of 50 Deg.C : 90 Deg.C</p> <p>23. Enclosure protection class : IP 23</p> <p>24. Terminal Arrangement</p> <p>24.a) HV Side : Cable Box</p> <p>24.b) LV Side : Cable Box</p> <p>25. Temperature Indicator With Sensors at Windings/Core etc with Contactor for Alarm and Trip</p> <p>26. Tests : Routine Tests as Per IS,witnessed by our representative at your works</p> <p>27. Documents : Three sets of O&M instructions</p> <p>28. RTCC Shall Consists of:</p> <p>28.a) Indicating Lamps for Supply ON and</p>				

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Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
	Tap change in progress. 28.b) Push Button for Raise and lower. 28.c) Selector switch - Auto/Manual mode. Auto mode shall be controlled by AVR. Manual mode shall have provision for operating at RTCC and OLTC. 28.d) Automatic Voltage Regulating Relay. 28.e) Alaram with accept and reset provision for faults. 28.f) Voltmeter of range 0-500V with selector switch. 28.g) Voltmeter of range 0-15KV with selector switch. 29. Normalizing facility to be provided with OLTC. Power supply for normalizing facility shall be arranged by BHEL. MAKE: BHEL / Kirloskar / Raychem / ABB				

Total Number of Items - 1

Please note that the tender will be opened in the presence of the bidders or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. Refer annexure for the terms and conditions.
 Preference will be given to vendors who accepts our standard payment terms i.e.100% payment - 30 days after receipt of material at our works subject to acceptance.
 Please specify Terms of delivery, Excise duty, sales tax, Ex-BHEL, Ex-works surcharge, Insurance,P&F, Freight and other taxes very clearly .

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- iv). Quotation Envelope / Fax not superscribed with RFQ No.and due date is liable for rejection.
- v). Quotation should remain valid for a minimum peiod of 90 days from due date.
- vi). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- vii). All Prices should be written in words and numbers.
- viii). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

For and On behalf of BHEL.



Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB No.2606, Mysore road, Bangalore 560026

Enquiry – General terms & conditions - CAPITAL ITEMS (Indigenous – Two parts bid) Doc Ref: CPD-01

I. Enquiry / Request For Quotation (RFQ):

- (a) Any Purchase Order resulting from this enquiry shall be governed by **these general terms and conditions listed below and special terms and conditions, if any, along with this enquiry** of Bharat Heavy Electricals Limited, Electronics Division, Bangalore-560026 (**hereinafter referred to as BHEL EDN**).
- (b) Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the quotation. Otherwise, it will be treated as that all terms and conditions of this enquiry are acceptable.
- (c) If counter terms and conditions are offered by supplier, BHEL EDN shall not be governed by such terms and conditions, unless it is agreed and incorporated in the Purchase Order of BHEL EDN.
- (d) Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order of BHEL EDN.
- (e) BHEL EDN reserves the right to adopt Reverse Auction for the enquiry sent, at its discretion.
- (f) BHEL EDN shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

II. General Terms and conditions:

1. **TWO PARTS BID:** Quotation shall be submitted in two parts bid i.e.

- (a) **Techno-commercial i.e., un-priced Bid:**

Techno-commercial bid shall be submitted with complete description of the equipment, specification compliances to the enquired specification and all the commercial terms & conditions indicated in the **COMMERCIAL TERMS (ANNEXURE - A)**. Any other enclosure, which the supplier wishes to submit like product catalogue, technical literature etc., may also be submitted in a sealed envelope super scribed clearly as **“TECHNO-COMMERCIAL BID” with RFQ No. and DUE DATE**. Un-priced copy of price bid (without price) shall also be enclosed with the techno-commercial bid.

Confirmation to BHEL specifications shall be indicated by the vendor in the respective columns provided in the purchase specification wherever applicable. Deviations to the specification / item description, if any shall be brought out clearly indicating **“DEVIATION TO BHEL SPECIFICATION”** without fail as a part of technical offer.

Manufacturer's name, their trade mark and brand, part number, alternate material to the one asked in enquiry, if any, should be mentioned in quotation and illustrative leaflets giving technical particulars etc. are to be attached to facilitate consideration and technical evaluation of the quotation.

BHEL EDN material code number (as in enquiry) shall be indicated for each item quoted.

(b) Price Bid:

Price bid should contain basic unit prices, discount if any, applicable taxes & duties, packing & forwarding charges (if applicable), Freight & insurances (if applicable) FOB charge (if applicable) etc., in a sealed envelope super scribed clearly as **"PRICE BID" with RFQ No. and DUE DATE**. Installation, commissioning, start-up and training charges (if any) shall also be indicated in the price bid.

It is preferred to indicate the rates in both figures and words. In such case, if there is difference / discrepancy between the rates in figures and words, the **least of the two** rates will be considered.

Both these sealed envelopes [(a) Techno-commercial i.e., un-priced Bid and (b) Price Bids] shall be kept in a single sealed envelope and super scribed clearly with **RFQ No. and DUE DATE**.

2. The above sealed envelope (Tender) shall reach our office on or before the due date by **13:00 hrs**. Quotations are to be dropped in the tender box marked for the OPENING ON respective days i.e., MONDAY / WEDNESDAY / FRIDAY kept at BHEL-EDN's Reception area of our works with caption "CE, M&C, SC&PV, TSC, DEFENCE, TELECOM, CPD". Quotations also can be dispatched by Couriers / Registered post / FAX / e mail to the Purchase Executive indicated in the RFQ.

Quotation through fax / email when addressed to the specific fax number and email address given in the enquiry, to be sent well in advance to enable BHEL EDN purchase personnel to drop in the tender box before the scheduled opening date and time. **Supplier is fully responsible for lack of secrecy on information of such quotations.**

BHEL EDN is not responsible for any delay in receipt of quotation sent by supplier through post / fax / email.

Late Tenders i.e., Tenders received after due date will be rejected.

3. The rate quoted against each item shall be in units stated in the enquiry. Where quotation is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotation.
4. As far as possible, the quotations shall be free from corrections / overwriting. Corrections / overwriting, if any should be signed by authorized person with the company seal. Any typographical errors, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in your priced bids, BHEL may consider whichever is beneficial to BHEL for evaluation.
5. Quotations are to be duly signed. Unsigned bids / offers are liable for rejection.

6. Tenders will be opened at **13:30 hrs.**, & the venue is New Engg., Bldg., 2nd floor, MM conference hall. **All the tenderers or their authorized representatives (with authorization letter from their principals) may witness opening of techno-commercial bid on the due date.**
7. After evaluation of techno-commercial bids, price bids of only those which are technically & commercially accepted will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of price bid opening.
8. **The quantity in each item to be purchased may vary from quantity enquired according to the actual requirement at the time of placing the purchase order. Quantity discount, if any, should be mentioned in the quotation.**
9. BIDDERS shall ensure to indicate clearly Excise duty, Education cess, Sales Tax/VAT, Octroi, Entry tax, Service Tax as applicable for the quoted items. In the absence of clarity of these, any claim at a later date will not be entertained. Any changes in Taxes and duties after award of the contract will not be considered except such are those, which are imposed by Govt., notification within the contractual delivery. Seeking price amendments for change in Excise duty due to crossing of turnover limits will not be considered under any circumstances.
10. **Purchase order will be placed on the lowest quotation (L1) only among the technically & commercially accepted quotations. Lowest quotation (L1) is determined on the basis of the total cost to BHEL.**

11. TOTAL COST TO BHEL:

Total cost to BHEL = Total basic value + Packing & forwarding charges + Excise duty + Education cess + sales Tax/VAT + Freight + Insurance (as per BHEL Insurance premium) + Service Tax (as applicable) + Loading factors for deviations to commercial terms & conditions.

12. FIRM PRICE: Rates quoted should be firm and no enhancement in the rates and changes in the techno-commercial terms will be allowed once the quotation is accepted and order is placed.

If Installation & Commissioning is in supplier's scope, then the price shall remain FIRM till commissioning & handing over of the complete system.

13. TERMS OF PAYMENT: The terms of payments are as follows.

- (a) 100% payment with 30 days credit (where both commissioning & PBG are NOT applicable).
- (b) 90% basic payment + 100% taxes & duties with 30 days credit & balance 10% basic against submission of PBG (where commissioning is NOT applicable but PBG is applicable).
- (c) 75% basic payment + 100% taxes & duties with 30 days credit, 15% after the successful installation, commissioning & start-up trials & balance 10% against submission of PBG (where both commissioning & PBG are applicable).

(d) If PBG could not be submitted, vendors can also accept for the final 10% payment, payable after the warranty period + 6 months of claim period against supplementary invoice. In such cases loading for PBG is not applicable.

13. **ADVANCE PAYMENT:** Quotations with “Advance payment” or “Inland Letter of Credit” is liable for rejection.

14. **PENALTY:** Failure to supply within the delivery time as per purchase order will make the supplier liable to an unconditional penalty of 0.5 % (half percent) per week at the basic price of the goods for the undelivered quantity, subject to a maximum of 10%.

If pre-shipment inspection is involved, date of issue of pre-shipment call by the vendor along with test certificates / test reports / certificate of conformance / calibration reports as proof of completion will be treated as date of dispatch for penalty calculation.

In the absence of reports stated above, actual date of inspection will be considered as date of dispatch for penalty calculation.

Date of receipt / Date of dispatch / Date of LR / Date of Airway bill / Date of pre-shipment inspection call with relevant documents as stated above, whichever is earlier shall be considered as delivery date for the purpose of penalty calculation.

15. **PBG:** Performance Bank Guarantee (PBG) to be submitted on Rs.100/- non-judicial stamp paper as per the BHEL prescribed format given in **ANNEXURE - B** for 10% of the basic equipment value obtained from any BHEL member (consortium) banks indicated in **ANNEXURE-C**.

PBG shall be valid for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. The PBG shall also have 6 months claim period from the date of dispatch / commissioning.

The Bank Guarantee shall be submitted directly to the concerned Purchase Executive by the issuing Bank with their forwarding letter.

16. **WARRANTY:** Goods dispatched shall have warranty period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier or as mentioned in the RFQ.

17. **TERMS OF DELIVERY:**

Equipment shall be delivered on EX-EDN/BHEL, Bangalore basis, inclusive of freight, packing & forwarding charges.

Packing shall be Road / Rail / Air worthy, best suitable for transshipment and to take care of transit damages.

It is preferred to dispatch the consignments through EDN/BHEL approved transporters on Door Delivery basis.

Smaller consignments can be dispatched through Courier services / RPP with the prior approval of the purchasing Executive.

In case of ex-works dispatches, transit insurance shall be arranged by BHEL. Vendor shall intimate the dispatch details to BHEL immediately after effecting shipment, to arrange transit insurance accordingly.

18. **DELIVERY REQUIREMENT:** In the quotation, earliest firm delivery (number of days or weeks) by which material will be dispatched from the date of receipt of order must be indicated. It is recommended to avoid Quotations with delivery term such as `ex-stock`, `subject to prior sale`, or `delivery at the earliest`.
19. **VALIDITY:** Quotation should remain valid for a period of **90 days** from the date of technical bid opening.
20. **SPLIT ORDERING:** BHEL reserves the right to split the purchase based on the item wise lowest offer if the tender is not specified as a single package.
21. **RISK PURCHASE:** The purchaser at his discretion may also make purchase of the materials **NOT** supplied in time at the **RISK & COST** of the supplier. In this event, it will be obligatory on the part of the supplier who fails to supply the goods in time to make good to BHEL any loss due to such risk purchase.
22. **POST ORDER REQUISITS:**
 - (a) Pre-shipment inspection at vendor's works, if required, will be carried out by BHEL. Required assistance will have to be provided by the vendor at the time of pre-shipment inspection.
 - (b) Test certificates, Calibration certificates and warranty certificates as stipulated at the time of ordering shall be furnished.
 - (c) Items shall be dispatched by Air/Road/Rail/Sea worthy packing. Any damage and later rejection, due to poor / improper packing shall be to supplier's account.
 - (d) Any damage/rejection should be made good or replaced immediately without any extra cost to BHEL.
 - (e) Wherever commissioning is involved, it shall be carried out by the vendor's qualified engineers. Scope of work includes installation, commissioning and start-up trials till satisfactory performance level is reached as certified by BHEL.
 - (f) BHEL will not be responsible for any loss, damage or injuries to vendor's personnel sustained during installation / commissioning / start-up trials. Vendor shall ensure compliance with all statutory requisites as laid down by local bodies, state & Central Government.
 - (g) Where ever called, 4 copies of operation & instruction manuals to be supplied along with the equipment or before.
 - (h) Original invoice (2 copies) to be submitted to the purchase dept., for arranging payment along with warranty certificate wherever applicable.
23. **REGRET LETTER:** In case any supplier is unable to quote, supplier shall send a regret letter without fail. In case of non-receipt of quotations or regret letters for three consecutive enquiries, such supplier is liable to be removed from our supplier list.

24. Equipments shall comply with the standard requirements of ISO 14001 & OHSAS 18001.

25. Any dispute arising out of this, shall be referred to the sole arbitration of Head of Dept. Materials Management of group concerned, BHEL EDN or any other officer nominated by him and his award shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

26. Any legal suit in respect of this enquiry lies in the court of Jurisdiction of Bangalore (India) only.

LOADING FACTORS:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non compliance of BHEL standard commercial terms.

A. For non compliance of BHEL standard Terms of payment:

Sl. No.	BHEL standard term	If you quote	Loading factor in % for non-compliance
1	100% payment with 30 days credit	Payment through bank Payment against proforma invoice	10 % x percentage quoted through bank / proforma
2	90% basic payment + 100% taxes & duties with 30 days credit + 10% against submission of PBG (wherever PBG is involved)	Payment through bank Payment against proforma invoice 100% payment with 30 days credit & submission of PBG	10 % x percentage quoted through bank / proforma Nil
3	75% basic payment + 100% taxes & duties with 30 days credit + 15% after commissioning + 10% against submission of PBG (wherever commissioning & PBG is involved)	Payment through bank Payment against proforma invoice 100% payment with 30 days credit and after commissioning & submission of PBG	10% x percentage quoted through bank/proforma Nil

B. For non compliance of Penalty clause for delayed delivery:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Penalty of 0.5% per week subject to max. of 10% on the basic value of the items not supplied /delayed	Not agreed 5% max., agreed Other than the above	10 % 5% 10% - agreed max. %

C. For non compliance of Performance Bank Guarantee (PBG):

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format	Not agreed 5% agreed Other that the above	10 % 5 % 10% - (minus) agreed max. %

D. For Non conformance to delivery requirement indicated in the RFQ:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Delivery requirement as indicated in the RFQ in number of weeks from the date of issue of PO	Not agreed for the stipulated delivery in the enquiry	0.5 % per week up to max. of 10% for the difference in period

E. For non compliance of Warranty:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier or as indicated in the RFQ	Not agreed	6 %
		Less than 12 months or as indicated in the RFQ	0.5 % per month for the difference in period

F. For non-agreement on delivery at BHEL EDN:

Sl. No.	BHEL standard term	If you quote	Loading factor for non-compliance
1	Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including freight, packing & forwarding charges)	Not agreed for the standard term of delivery	10 %

EDN/BHEL, BANGALORE APPROVED TRANSPORTERS

1. M/s Awagaman Road Carriers Ltd., Bangalore. (AWG)
2. M/s BLR India pvt., Ltd., Bangalore. (BLR)
3. M/s Delhi Assam Roadways corporation Ltd., Bangalore. (DRL)
4. M/s Indo Arya Central transport Ltd., Bangalore. (IACT)
5. M/s Prakash parcel Services, Bangalore. (PPS)
6. M/s Road Carrier of India, Bangalore. (RCI)
7. M/s Union Roadways Ltd., Bangalore. (URL)

ANNEXURE - A**COMMERCIAL TERMS (to be enclosed with TECHNO-COMMERCIAL BID)**

Sl. No.	Particulars	Bidder's confirmation
1	Price basis: Firm i.e., from the date of PO to completion of supply (Price Variation Clause not acceptable)	Acceptable / Not acceptable
2	Excise duty & Education cess: If applicable indicate %.	Applicable / Not applicable ED: _____ %
3	Sale tax: If applicable indicate %	Applicable / Not applicable (a) VAT _____ % (b) CST _____ % against form C
4	Payment terms: (a) 100% payment with 30 days credit (b) 90 % basic payment + 100% taxes, duties & freight charges with 30 days credit & balance 10% against submission of PBG (where commissioning is NOT involved) (c) 75 % basic payment + 100% taxes, duties & freight charges with 30 days credit, 15% after satisfactory commissioning & balance 10% against submission of PBG (wherever commissioning & PBG is involved). (d) Deviation if any please specify Note: As per clause 12	(a) Acceptable / Not acceptable (b) Acceptable / Not acceptable (c) Acceptable / Not acceptable (d)
5	BHEL's penalty clause: (a) Delay in delivery as per PO delivery date will result in penalty of 0.5 % per week subject to maximum of 10% on the basic value of the items not supplier/delayed. (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
6	Performance Bank guarantee (PBG): PBG for 10% of the basic material cost shall be furnished in the BHEL prescribed format as per clause 15.	Yes / No
7	Terms of delivery: (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including freight, packing & forwarding charges) (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
8	Warranty: (a) 18 months from the date of dispatch or 12 months from the date of commissioning (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
9	Delivery period: Indicate number of weeks from the date of issue of Purchase order	_____ Weeks
10	Validity: (a) Quotation should remain valid for a period of 90 days from the due date (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)
11	Bank charges (If applicable): (a) All Bank charges to supplier's account (b) Deviation if any Please specify	(a) Acceptable / Not acceptable (b)

Signature of tenderer / with stamp

PERFORMANCE BANK GUARANTEE**(FOR INDIGENOUS PURCHASE ORDERS)**

THIS DEED OF GUARANTEE made and executed on the _____ day of _____(year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ represented herein by its Branch Manager / authorised representative Sri. _____ & Sri. _____(Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

_____ (Buyer's Name), a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electronics Division at Mysore road, Bangalore-26 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under order / Contract No _____Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order/contract.

AND WHEREAS the company is not required to pay to the supplier a sum of Rupees _____being the 10% of the value of the goods supplied / Works performed / Services rendered under the said order / contract between the supplier and the company, till the company is satisfied with the mechanical Warranties and the performance standards stipulated in the said order / contract between the company and the supplier has been duly fulfilled, except against a Bank Guarantee for the said sum of Rs _____ in favour of the company by reputed Bank, in which case the company has agreed to make payment to the supplier of the said sum of Rupees _____ being (...%) of the value of the goods supplied / Works performed / Services rendered under the agreement between the supplier and the company and the Guarantor has at the request of the supplier, agreed to furnish this Guarantee subject to the terms and conditions stated below:

NOW THIS DEED WITNESSES THAT IN pursuance of the above said agreement, the guarantor hereby agrees and covenants With company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said order / contract / Agreement by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said order / contract. Any such demand made on the

guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Contractor / supplier admits or denies.

- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said order / contract / agreement are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order / contract / agreement have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order / contract / agreement or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order / contract / agreement, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during its currency except with the previous consent of the company in writing.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____ unless a demand is made on the guarantor within SIX months from the date of expiry; all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

IN WITNESS whereof, the guarantor, acting through it authorized representative has executed this deed of Guarantee on the day, month and year first above written.

(Seal of the Bank to be affixed)

WITNESS

1.

2.

ANNEXURE - C**BHEL MEMBER BANKS (CONSORTIUM BANKS)**

**PBG SHALL BE ISSUED FROM THE FOLLOWING BANKS OR THEIR BRANCH
OFFICES ONLY**

Sl. No.	Bank name
1	State Bank of India
2	Canara Bank
3	Punjab National Bank
4	Bank of Baroda
5	State Bank of Hyderabad
6	Corporation Bank
7	Syndicate Bank
8	State Bank of Travancore
9	ABN Amro Bank N.V.
10	Deutsche Bank AG
11	HDFC Bank Ltd.
12	CITI Bank N.A.
13	Standard Chartered Bank
14	ICICI Bank Ltd.
15	IDBI Bank Ltd.
16	HSBC Ltd.
17	Kotak Mahindra Bank Ltd.
18	Indian Bank
19	Oriental bank of Commerce
20	UCO Bank
21	Central Bank of India
22	The Federal Bank Ltd.
