



# Bharat Heavy Electricals Limited

**Ceramic Business Unit - Electroporcelains Division**

Prof.CNR Rao Circle, Indian Institute of Science Post, Malleswaram  
BANGALORE – 560 012 INDIA

Website: [www.bhelceramics.com](http://www.bhelceramics.com)

**Tender Ref:** MM/WEX/AUTOMATED VERTICAL STORAGE  
SYSTEM/15-16/PR NO. 50001433

**Date of corrigendum issue: 12<sup>TH</sup> August 2015**  
**MATERIALS MANAGEMENT**

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## **CORRIGENDUM TO NIT (NOTICE INVITING TENDER)**

**Performance Bank Guarantee:** PBG of 10% of material value (basic value) to be submitted by successful vendor before dispatch valid for a period of 24 months from the date receipt of material at EPD along with claim period of 3 months from the date of validity period of PBG.

FORMAT ATTACHED.

**(FOR INDEGENOUS 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**

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Electroporcelains Division at Malleswaram, Bangalore-560 012 (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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) 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 \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) 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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) 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. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only ) 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). 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 its authorised 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.