

**CENTRAL ELECTRONICS LIMITED**  
(A Public Sector Enterprise)



**TENDER DOCUMENT**

**for the**

**“Supply of UPS System with battery Bank Capacity: 40 KVA”**

**Tender notice no.: C-2(b)/CG/0700/7735/2014 dated June 13 , 2014**

Assistant General Manager (Materials)  
Materials Management Division  
Central Electronics Limited,  
4, Industrial Area, Saur Urja Marg, Sahibabad – 201 010 (UP) INDIA  
Tel. No. 0091-120-2895145 Fax No. 0091-120-2895148  
Email:mmd@celsolar.com Website: [www.celindia.co.in](http://www.celindia.co.in)



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**TENDER NOTICE**

**Tender notice no. C-2(b)/CG/0700/7735/2014**

**June 13 , 2014**

Central Electronics Limited invites sealed bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 90 days from the date of opening (i.e., July 01 , 2014) for **“Supply of UPS System With Battery Bank, Capacity: 40 KVA”**

<b>Scope of Work</b>	<b>Supply of UPS System With Battery Bank, Capacity: 40 KVA</b>
<b>Earnest Money Deposit by bidders</b>	Rs. 14,000/- (Rupees Eighty Thousand only) OR US\$ 300 ( US Dollar Three Hundred only)

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/> or <http://www.celindia.co.in/tender.asp>

Please see document control Sheet at Annexure -1.

For **CENTRAL ELECTRONICS LIMITED**

Sd-

**Assistant General Manager (Materials)**

**Materials Management Division**

**Annexure-1**

Tender Reference No.	<b>C-2(b)/CG/ 0700 /7735/2014</b>
Name of Organization	Central Electronics Limited
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/Sell)	Buy
Payment Mode (Online/Offline)	Offline

**Important Dates:**

Date of Issue/Publishing	13/06/2014
Document Download/Sale Start Date	13/06/2014
Document Download/Sale End Date	01/07/2014 (1500 Hrs)
Bid submission Start Date	13/06/2014 (1500 Hrs)
Pre-bid meeting date and time	24/06/2014 (1400 Hrs.)
Last Date and Time for Submission of Bids	01/07/2014 (1500 Hrs)
Date and Time of Opening of Bids of technical bids	01/07/2014 (1530 Hrs)

**TENDER DOCUMENT for Tender notice no. C-2(b)/CG/ 0700/7735/2014**

**Important Instructions:-**

1. The following documents/Annexures are part of tender document:
  - a. Tender notice :
  - b. Important dates : Annexure-1
  - c. Price bid format : Annexure-2
  - d. Detailed Specifications : Annexure 'A'
  - e. Technical Parameters & Compliance Statement: Annexure 'A1'
  - f. Commercial terms & conditions : Annexure 'B'
  - g. Format for submission commercial details : Annexure 'C'
  - h. Schedule of Exceptions & Deviations : Annexure 'D'
  - i. Format for submission of Vendor Data : Annexure 'E'
  - j. Tender acceptance letter : Annexure 'F'
  - k. Performance Bank Guarantee Format : Annexure 'G'
2. CEL shall have the right to summarily reject any bid when there is/are any deviation(s) from the specifications.
3. Escalation in price (except where price variation clause is applicable and given as per Clause 12 of annexure B of tender), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
4. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
5. Any deviation from specification, terms & conditions to be mentioned as schedule of exceptions & deviations vide Annexure D. **Any deviations whether technical or commercial stated elsewhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.**
6. Vendor Data should be submitted in the **Format for submission of Vendor Data** as per annexure E.
7. Quotation should be submitted in Two bid system.
8. Quotation should be submitted in sealed envelope (refer Clause no. 20 of Annexure B). There will be 2 sealed covers/envelops in the quotation and following are to be submitted in your quotation:
  - a) **Cover – 1:**
    - i. Earnest Money Deposit demand draft or TT acknowledgement or document(s) for exemption from submission of EMD (see Clause 17 of Annexure B).
    - ii. Commercial details as per format at Annexure C.
    - iii. Deviations (if any) from Specifications, Commercial Terms and Conditions on Schedule of Exceptions & Deviation as per format at Annexure D.
    - iv. Filled up Format for Submission of Vendor Data as per format at Annexure E.
    - v. Technical catalogue, literature and approval/registration certificate, if any, required as per details in the tender.
    - vi. Balance Sheets with profit and loss account details for last 3 financial years.
    - vii. Copy of Sales tax registration, Excise Registration, PAN Card, Income Tax Return of last 3 financial years, customer list in India & Abroad, etc.
    - viii. Tender acceptance letter as per format at Annexure F.
  - b) **Cover – 2, Finance:** This must contain only the Price Bid on company's letter head as per Price Bid format (Annexure 2)

Annexure -2**Price Bid Format for Indian Bidders:**

Tender no.: C-2(b)/CG/ 0700 /7735/2014

Bidder Name:

S.No.	Item Description	Quantity	Units	Total Cost FOR CEL (including taxes and duties, if any) in INR
1	Supply of UPS System With Battery bank, Capacity: 40 KVA  Specifications. & Technical Parameters as per attached Annexure	1	Nos	
Total Amount in words				

**Note:** The breakup price of all individual equipment, consumables, recommended spare parts, installation & commissioning training , AMC for post warranty period should enclosed along with the total price bid.

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**Price Bid Format for Foreign Bidders:**

Tender no.: C-2(b)/CG/ 0700 /7735 /2014

Bidder Name:

S. No.	Item Description	Qty.	Unit	Total Cost C & F, ICD Tuglakabad, New Delhi in USD/Euro (strike off whichever is not applicable)
1.	Supply of UPS System With Battery bank, Capacity: 40 KVA  Specifications. & Technical Parameters as per attached Annexure	1	Nos	
Total Amount in words				

**Note:** The breakup price of all individual equipment, consumables, recommended spare parts, installation & commissioning training , AMC for post warranty period should enclosed along with the total price bid.

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## **“Specifications for the UPS with Battery Bank”**

**SCOPE:- Supply, installation and commissioning of 1nos x 40 KVA uninterrupter power supply (UPS) system with battery backup for catering uninterrupted power to industrial loads (AUTOMATIC PHOTO VOLTAIC MODULE MANUFACTURING LINE EQUIPMENTS) consisting of motorized vacuum pumps, motorized conveyors, heating loads and computers etc.**

### **TECHNICAL SPECIFICATIONS**

**1. System rating :- 40KVA**

**2. System configuration:-**

The UPS system must be able to connect more similar UPS (up to 4) units in parallel to enhance system capacity/ redundancy by means of a parallel kit for the connection between UPSs.

**3. Types of load: - UPS system must be capable of running industrial loads(Automatic photovoltaic Cells manufacturing line equipments of 30 KW Maximum Power) consisting of screen printers, computers, PLC modules etc. Uninterrupted on 24 hoursx7days/ week basis**

**4. COMPOSITION OF THE UPS**

**4.1 RECTIFIER:**

The Rectifier must be realized with a IGBT (Isolated Gate Bipolar Transistor) technology with DSP microprocessor digital control.

4.1.1 The rectifier must provide a “soft start” with a time programmable from 1 to 30 seconds (during this interval of time, current absorption goes from zero to normal operating rate),so that current supplied by the mains or generator is gradually absorbed.

4.1.2 This must convert the alternating voltage of power supply line into direct-current voltage. The rectifier shall carry out the following functions:

- i.) Power the inverter with direct-current voltage.
- ii.) Ensure the battery is charged automatically.

4.1.3 The battery shall be charged in two stages: the first phase must provide 80% of the energy ,with limited recharge current and increasing voltage, the second phase must provide the remaining 20% of capacity, with constant float voltage.

- 4.1.4 The rectifier must be able to power the inverter with a direct-current voltage at nominal power, even if the input voltage is 25% lower than specified, in this condition the batteries will not discharge.
- 4.1.5 The batteries must not cut in for mains interruptions of less than 20msec. This means that the inverter shall continue to power the load following micro interruptions without needing to draw energy from the batteries.

#### **4.2 BATTERIES:**

- A. Battery Cells: Sealed, lead-acid, valve-regulated of Make: Exide /Panasonic/ Ammararaja/ Hoppecke make battery having design life 3-5 years.
- B. Battery Backup Time: 20 minutes at each UPS full load, 0.9 power factor, with ambient temperature at 25°C. ( Battery calculation should be attached)
- C. A suitable rack for each battery bank

#### **4.3 INVERTER:**

- 4.3.1 The inverter must convert the direct-current voltage into stabilized sinusoidal alternating voltage for the power supply to the load. With the UPS in “on line” mode, the connected load must always be powered from the inverter.
- 4.3.2 The inverter must be **IGBT (Isolated Gate Bipolar Transistor) with DSP microprocessor digital control.**
- 4.3.3 The inverter shall be provided with its own current limiting circuit so that any short circuits do not damage the components..

The inverter shall also be able to manage overload conditions for variable periods of time

After this time the load shall be transferred, without any interruption, onto the By-pass line.

#### **4.4 AUTOMATIC BYPASS:**

The BY-PASS device must allow the synchronized passage, either automatic or manual, in zero time (by means of SCR static technology) of the power supply to the load from a protected line (INVERTER output) to an unprotected line (By-pass line) or vice versa.

It may be provided with a back-up power supply that is separate from the main power supply.

The BY-PASS must also be provided with a protection device, commonly called Back-feed Protection, to prevent, in the event of a failure of the SCRs, a back-feed of voltage on the mains power supply.

#### **4.5 MANUAL BYPASS:**

The UPS must be provided with a non-automatic maintenance circuit breaker: by closing the manual by-pass and opening all the other circuit breakers, the UPS is excluded while keeping the load in output powered.

This operation is necessary in order to carry out maintenance operations inside the equipment. The manual by-pass line must be sized for the nominal power of the UPS.

#### **4.6 STARTING UP FROM BATTERY (COLD START)**

In the event of a mains failure, the UPS must be able to start using only the battery energy.

### **5. MODES OF OPERATION:**

The Uninterruptible Power System, by means of DSP digital control, may operate in accordance with the following types of operation:

- Double conversion operation;
- Line Interactive operation;
- Smart Economy operation;

It shall be possible to select the mode of operation from the mimic panel, by means of special codes.

**The input stage with IGBT technology shall guarantee a value lower than 3% of harmonic distortion current (THDi) rejected in the mains supply.**

The IGBT inverter must be constantly synchronized with the stand-by mains, in order to enable the transfer of the load from the inverter to the back-up mains and vice versa without any interruption of the power supply to the load.

In any mode of operation, the battery charger must supply the energy needed to keep the accumulator battery at the maximum charge level.

#### **5.1 Double Conversion Operation (On Line)**

In this mode of operation, in normal conditions of service, the power supply to the applications shall always be provided from the inverter, guaranteeing the maximum protection to the load.



If the primary mains is not present or when it is outside the admitted range, the power supply to the applications shall be assured by the accumulator battery through the inverter. During this phase, the accumulator battery will be in discharging conditions. The user shall be notified of the operating status by both visual and audible reports. A diagnostic algorithm shall calculate the residual available back-up time.

When the primary mains returns within the admitted limits, the Uninterruptible Power System shall automatically go back to operating in normal mode.

If the inverter should stop (voluntarily or due to the triggering of a protective device) or if there should be a temporary overload downstream of the UPS, the application shall be automatically transferred, without any interruption, onto the stand-by mains.

In the event of an overload with unsuitable mains, the Uninterruptible Power System shall not transfer the load, but continue to power it through the inverter, for a period of time that depends on the extent of the overload and on the features of the UPS.

Appropriate reports shall inform the user of these abnormal operating states.

## **5.2 Line Interactive Operation (Stand-by On)**

In this mode of operation, in normal conditions of service, the power supply to the applications shall always be provided by the stand-by line through the static switch. The quality of the direct line shall be constantly monitored by means of algorithms carried out in real time by the DSP control.

In the event of a stand-by line outside the allowed range, the load shall be automatically transferred, without any interruption, onto the inverter line.

If the primary mains is not present, the power supply to the applications shall be assured by the accumulator battery through the inverter. During this phase, the accumulator battery will be in discharging conditions. The user shall be notified of the operating status by both visual and audible reports. A diagnostic algorithm shall calculate the residual available back-up time.

When the quality and reliability of the direct line return within the allowed limits, the Uninterruptible Power System shall automatically go back to powering the load from this.

### **5.3 Smart Economy Operation (Smart Active)**

In this mode of operation, in normal conditions of service, the UPS may autonomously activate On Line or Stand-by On operation according to the quality of the power supply.

When this mode is activated, the UPS power supply source shall be monitored for a few minutes, at the end of which, if the values have remained within the preset limits, the load shall be switched onto the By-pass line without any interruption. Otherwise, the load must remain powered by the inverter, while the monitoring must be repeated, for longer periods this time, in order to check the quality of the by-pass line, before deciding whether or not to activate the transfer of the load onto the emergency line.

## **6. COMMUNICATION:**

### **6.1 Monitoring and shut-down software included:**

The system must be provided with the related software to guarantee efficient and intuitive management of the UPS, displaying by means of bar graphs all the main information such as input voltage, applied load, battery capacity, etc.

The software must be able to give detailed information even in the event of a failure of the UPS, in support of the failure diagnostics. It must be developed with a Client/Server architecture that makes it flexible and easy to manage, and it must have multilingual support and on-line help.

The software must be supplied with the UPS, SNMP agent included, for the following operating systems: Windows 95, 98, 2000, Me, XP, NT4.0, Novell, Linux, MacOS 9.x, OSX, Windows Vista. The Software must also allow weekly programming of UPS start-up and shutdown in automatic mode.

### **6.2 Mimic Panel:**

The UPS shall be provided with a liquid crystal display (LCD), through which it shall be possible to get information, display status and/or alarm messages or insert commands.

## **7. QUALITY ASSURANCE:**

- 7.1 Manufacturer Qualification:-** A minimum of ten years experience in the design ,manufacture and testing of solid-state UPS system is required . The manufacturer must demonstrate that it makes use of a quality management system in compliance with standard EN ISO 9001:2008 for the design, production, installation, maintenance and support of the uninterruptible power system.
- 7.2 UPS Qualification:** - The uninterruptible power system must have CE/IEC marking in accordance with the directives on safety and EMC.

**8. FACTORY TESTING:**

Before shipment, the manufacturer shall fully and completely test the system to assure compliance with the specification.

**9. COOLING:**

Cooling of the UPS shall be forced-air through redundant fans.

**10. FIELD ENGINEERING SUPPORT:**

The UPS supplier shall directly employ a national field service network staffed by trained field service engineers to provide start up, maintenance and repair of the UPS equipment .

- 11. TECHNICAL CATALOGUES & MANUALS:** All the specifications should supported by catalogues and datasheet. Two sets of operation and maintenance manuals in English shall be supplied. Maintenance Manuals should include complete electrical schematic, trouble shooting chart, preventive maintenance schedule and recommended spare parts list.

- 12. WARRANTY:** Onsite warranty with spares for a period of two years from the date of commissioning shall be provided. The vendors have to provide service support within 24 hours of service call.

- 13. Annual maintenance contract (AMC):-** For the post warranty period AMC for a period of 5 years after expiry of 2 years warranty shall be provided ( comprehensive- both labor and parts).

- 14. Installation, commissioning, and training.** Vendor shall undertake installation, commissioning and training of UPS system at Central Electronics Limited (CEL), Sahibabad as a part of supply. Successful installation and commissioning would require continuous operation for 30 days at rated capacity.

- 15. Packing:** The items shall be packed for sea – freight worthiness with proper stuffing in standard wooden box to prevent any damage during transit. Packing slip / label/ CEL P.O reference shall be fixed indicating the items packed inside. Fragile items shall be packed separately with adequate packing indicating “FRAGILE” slip outside.

**NOTE:** Vendor shall fill up in the space provided for all the items in the technical parameter and compliance statement ( Annexure-A1)

**UPS SYSTEM****TECHNICAL PARAMATERS & COMPLIANCE STATEMENT****(To be filled up and enclosed along with the tender)**

S.NO	Parameter	Requirement as per tender	Compliance or otherwise shall be confirmed against each item by the tender
1	UPS make offered	Any Standard Make	
2	Technology	The UPS must be of the DSP controlled On Line double conversion type with a transformer on the output to the inverter. “CE/IEC Marked”	
3	System Rating	40 KVA (1nosX40KVA)	
5	Vendor shall have its own establishment in India with full service support		
6 a	The vendor should have already supplied and installed UPS minimum of similar capacity and configuration for industrial loads (as specified in tender) in India and must be operating satisfactorily during last two year.		
(6. b)	Customer reference in INDIA to be provided.		
7	Rectifier Section		
(7.a)	Technology:	The rectifier must be realized with a IGBT (Isolated Gate Bipolar Transistor) technology with DSP microprocessor digital control VFI Based for 160 KVA	
(7.b)	Operating Parameters		
(7.c)	Input voltage rating	230 V, 1 phase, 2 wire+ ground	
(7.d)	Input voltage range	230 VAC $\pm$ 20%	
(7.e)	Input frequency	50 Hz $\pm$ 10%	

(7.f)	Soft Start	The rectifier must provide a “soft start” with a time programmable from 1 to 30 seconds.	
(7.g)	Power factor at nominal voltage (230V) and battery charged from 25% to 100% of the load.	>0.99	
(7.h)	Current Harmonic distortion (THDi) (with mains distortion <2%)  • load 100% • load 75% • load 25÷50%	< 3 % < 5 % < 8 %	
8	Inverter Section		
	Technology	Microprocessor based PWM -IGBT based Technology	
(8.a)	UPS output Power factor	0.9 Lagging. ( Between Load power factor 0.9 Lag to 0.9 lead without derating).	
(8.b)	Output voltage rating	230V, 1 phase 2 wire + ground	
(8.c)	Output voltage regulation	± 1% steady state for a static 100% unbalanced load	
(8.d)		± 5% steady state for a dynamic 100% unbalanced load.	
(8.e)	Out Frequency	± 0.05% free running.	
(8.f)	Output harmonic distortion (Ph/N)	3% THD maximum and 1% any single harmonic for a 100% liner load. 5% THD maximum for a 100% non linear load.	
(8.g)	Crest Factor:	3:1 minimum	
(8.h)	Voltage Transient Response	± 3% for a 50% load step. ± 5% for a 100% load step.	
(8.i)	Voltage Transient recovery Time within +/-1%:	20 milli-seconds.	
9	Overload Capability (Three phase):	125% for 10 minutes in normal operation.	
		150% for 60 seconds in normal operation.	
		110%for 60 min. in normal operation.	

10	AC to AC efficiency	Min. 93% at 100% load in double conversion mode at nominal input voltage with battery fully charged.	
11	Back feed protection	To be provided as standard feature	
13	Starting of UPS system from battery (Cold Start)	This device makes it possible to switch on the UPS even in the event of a mains failure using only the battery energy.	
14	Hot Insertion/Disconnection	The UPS should work in parallel redundant load sharing mode. There should be redundant communication cable & control (Redundant signal cable between individual units). It allows hot insertion and the hot disconnection of UPS modules without affecting loads.	
15	Union Group Synchronization ( UGS)	The system must have UGS system so that if required , both systems can run independently with synchronization.( In the case of enhancement of UPS capacity)	
16	Output wave form	Pure sine wave	
17	Automatic integral bypass	The integral bypass shall perform an automatic transfer of the critical load from the inverter to the bypass, in the events of overload, over temperature, or inverter failure conditions with zero transfer time.	
18	Automatic restart	Upon restoration of mains AC power, after a mains AC power outage and complete battery discharge, the UPS shall automatically restart and resume supplying power to the critical load and the battery charge shall automatically recharge the battery.	
19	Output Galvanic Isolation Transformer	To be provided as standard at inverter output within the UPS cabinet.	

20	Display and control		
(20.a)	Metered parameters	Input AC voltage	
		Input AC Current	
		Output AC voltage.	
		Output AC current	
		Battery temperature	
		Output peak current	
		Battery voltage	
		Battery Current (charge/discharge.)	
(20.b)	Event log.	Display a log of status and alarm events to be provided for upto 120 events on the front panel display	
21	Internal Manual maintenance bypass	To be provided	
22	Remote UPS monitoring kits.	Be able to connect to a LAN network, using the main network communication protocols (TCP/IP, HTTP and SNMP);	
23	Protection	Output fully isolated from input ( Bypass is disabled)	
		Built in overload	
		Built in short circuit	
		MCB protection at input	
		Over temperature sensing circuit	
24	Alarms	Mains fail	
		Low battery	
		Over load	
		UPS on bypass	

		UPS on battery	
25	Operating Ambient temperature and Relative humidity	To be furnished by vendor.	
26	Degree of protection	IP20	
27	Battery parameters		
(27.a)	Type	Valve Regulated Lead Acid (VRLA) SMF	
(27.b)	Make	Exide /Panasonic/ Ammararaja/ Hoppecke make battery having design life 3-5 year or higher.	
(27.c)	Battery charger	Current limiting max voltage 2.33 volts per cell.	
(27.d)	Battery backup	20 min. with each UPS for all the ratings with full load.	
(27.e)	Max. charging current	10% of AH rating.	
(27.f)	Battery bank rating for each UPS in VAH ( Voltage , AH of each battery and number of battery).	To be furnished	
28	Overall weight and dimensions		
(28.a)	Overall dimensions each UPS System	To be furnished	
	Battery bank overall dimension	To be furnished	
	Rack dimension for battery bank	To be furnished	
(28.b)	Overall space requirement of 320 KVA UPS system and battery bank.	To be furnished	
	Weight		
	Each UPS system Each Battery bank	To be furnished	



**Annexure- B****Commercial Terms and Conditions:**

1.	<b>CEL would like to deal directly with manufacturers of equipment or turnkey supplier.</b>
2.	<b>Terms of price:</b> The offer should clearly indicate units and rates. Prices should be submitted on C & F, ICD Tuglakabad, New Delhi (by sea transport)/ FOR CEL, Sahibabad basis. <b>The quotations submitted with basis of price other than the above are liable to be rejected.</b> (please see clause 22 for loading factors)
3.	All requirements of export licensing, Govt. permissions or any other statutory clearance from the country of export as per regulations existing in the supplier's country shall be the responsibility of supplier.
4.	<p>In a tender either the Indian agent on behalf of the foreign principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously in the same tender. If an agent submit bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another foreign principal/OEM in the same tender. Agent quoting on behalf of OEM /foreign principal shall submit valid agency agreement along with their offer. Further,</p> <ul style="list-style-type: none"> <li>i) CEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines – which require mandatory submission of an Agency Agreement.</li> <li>ii) It shall be incumbent on the Indian Agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.</li> <li>iii) The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their India agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.</li> <li>iv) Any agency commission to be paid has to be paid by the OEM/principal. CEL will not pay any agency commission.</li> <li>v) In the absence of any agency agreement, CEL shall not deal with any Indian agent (authorized representative/associate/consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.</li> <li>vi) The responsibility for successful execution of the contract/purchase order (including indigenous supplies/services) lies with the OEM/foreign principal.</li> </ul>
5.	<b>Taxes and duties:</b> The taxes and duties are to be clearly mentioned, if any.
6.	<b>Delivery schedule.</b> The equipment shall be delivered within 8 weeks from the date of issue of purchase order or opening of letter of credit.
7.	<p><b>Payment terms:</b>  80% payment through letter of credit with 45 days usance period against shipment of equipments as per Annexure A of tender (complete dispatch documents like B/L, invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin, factory test report, inspection certificate issued by CEL or CEL's representative, etc. will be required for negotiation of Letter of Credit).  10% payment after successful installation and commissioning of the UPS System with battery bank against submission of satisfactory installation and commissioning certificate issued by CEL.  10% payment against submission of performance bank guarantee as per clause no. 9 below after successful installation and commissioning of the Ups system with battery bank</p> <p>All Bank charges within India &amp; outside India will be borne by beneficiary. (Please also see clause no. 22 of Annexure B).</p> <p>Quotation with Advance Payment will not be accepted.</p>

8.	<b>Warrantee period:</b> The UPS System with battery bank supplied shall be under warrantee for a period of 30 months from the date of supply or 24 months from the date of installation and commissioning whichever is earlier. Warrantee certificate shall be submitted along with the material.
9.	<b>Performance bank guarantee:</b> For 10 % of the PO value shall be submitted along with the delivery of material and it shall be valid for 30 months from the date of supply or 24 months from the date of commissioning, whichever is earlier to cover the warrantee of the UPS System..
10.	<b>Price reduction for delayed delivery (Late delivery/LD Clause):</b> In the event of delay in affecting the delivery within agreed period, a reduction in the price shall be levied @ 1% of the total order value per week or part thereof subject to maximum of 10% of the total order value. Refer clause no. 22 for loading factors for non-conformity.
11.	<b>Inspection:</b> Inspection of material will be done by CEL/CEL's representative. CEL/CEL's representative shall have free access to the supplier's works during testing and final inspection. Vendor shall inform the MMD not less than 2 weeks in advance. All testing arrangements shall be the responsibility of the vendor. CEL reserves the right to inspect the material during manufacturing and/or before dispatch as per specifications and test protocols. Internal inspection report and inspection certificate must accompany the supply.
12.	<b>Price Variation Clause:</b> The price variation clause, if any, is not acceptable.
13.	<b>Validity of offer:</b> The quotation/tender/bid submitted by the bidder/supplier shall be valid for a minimum period of 90 days from date of opening.
14.	Deviation (if any) w. r. t. our technical & commercial requirements shall be specifically mentioned in a separate sheet marked as ' <b>Schedule of Exceptions &amp; Deviations</b> ' as per format in Annexure D. <b>Deviations/Exceptions mentioned elsewhere shall not be considered.</b>
15.	<b>Loading on quoted rates for price comparison purpose:</b> Refer clause no. 22 for loading factors in case of non-conformity/deviation from terms at clause no. 2, 7 and 10 above.
16.	<p>Quotations are to be duly signed. Unsigned bids/offers are liable for rejection.</p> <p>As far as possible, the quotation shall be free from corrections/overwriting. Corrections/overwriting, if any should be signed by authorized person with the company seal. Any typographical error, totaling mistakes, currency mistakes, multiplication mistakes, summary mistakes observed in bidders' priced bids, CEL may consider whichever is beneficial to CEL for evaluation. Vendor shall doubly ensure that the quotation is correct and complete. The corrections/overwriting if any shall be signed with the seal.</p> <p>CEL does not take any responsibility for delay in receipt or non-receipt or loss of tender(s) in transit.</p> <p>Late tenders i.e. tenders received after due date and time shall be rejected.</p>
17.	<p><b>Earnest money amount of <u>Rs. 14000 (Rupees Fourteen Thousands only) or US\$ 300 (US Dollar Three Hundred Only)</u></b> in the form of demand draft favoring <b>Central Electronics Limited</b> and payable at Delhi and valid for 3 month to be submitted along with tender documents. No interest shall be payable on the earnest money deposited by bidder/ tenderer. The earnest money may be deposited through TT/SWIFT into CEL's account with Syndicate Bank. The details of account are as below:</p> <p style="padding-left: 40px;">Beneficiary Name: Central Electronics Limited  Beneficiary Account Number/IBAN: 87761250000014  Beneficiary Bank SWIFT Address/BIC: SYNBINBB161  Beneficiary Bank Name: Syndicate Bank  Beneficiary Bank Address: Sahibabad Branch, CEL Complex, Plot No. 1, Site 4,  Sahibabad 201010 INDIA</p> <p>EMD should be submitted by OEM/Turnkey supplier</p>

	<p><b>Exemption from submission of EMD:</b> The following type of bidders are exempted from submission of EMD subject to submission of relevant documents mentioned herein:</p> <p>Micro &amp; Small Enterprise registered with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India. A copy of valid registration certificate should be submitted with technical bid of quotation</p>
18.	The earnest money of unsuccessful bidder will be refunded (after deduction of bank charges, if any) within one month of finalization of tender. The earnest money of successful bidder would be converted into security deposit and would be returned (after deduction of bank charges, if any) to the bidder after 2 months of successful installation and commissioning of the UPS System with battery bank.
19.	<p><b>Submission of Tender:</b> Tender/Quotation/Bid in sealed cover super-scribing the tender notice no., name of the item and due date should be delivered at the Office of the Asstt. General Manager, Materials Management Division, Central Electronics Limited, 4, Industrial Area, Saur Urja Marg, Sahibabad – 201010 (U.P), INDIA. Last date of receiving of tenders/quotations is <b>01<sup>st</sup> July 2014</b> up to 15:00 hrs IST. <b>The offer shall be submitted in two separately sealed envelopes marked Cover-1/Part A (Techno-Commercial ) and Cover-2/Part B (price offer – not to be opened ) along with tender number and due date written on each and both these envelopes to be kept in a single envelop, sealed and super scribed with tender no. and due date) as detailed below:</b></p> <p><b>Cover-1/Part A:</b> This should contain the following documents</p> <ol style="list-style-type: none"> <li>Earnest Money Deposit demand draft or TT acknowledgement or the documents for exemption from submission of EMD (see Clause 17 of Annexure B).</li> <li>Commercial details as per format at Annexure C.</li> <li>Deviations (if any) from Specifications, Commercial Terms and Conditions on Schedule of Exceptions &amp; Deviation as per format at Annexure D.</li> <li>Filled up Format for Submission of Vendor Data as per format at Annexure E.</li> <li>Technical catalogue, literature and approval/registration certificate, if any, required as per details in the tender.</li> <li>Balance Sheets with profit and loss account details for last 3 financial years (for new vendors).</li> <li>Copy of Sales tax registration, Excise Registration, PAN Card, Income Tax Return of last 3 financial years, customer list in India &amp; abroad , etc. (for new vendors)</li> <li>Tender acceptance letter as per format at Annexure F.</li> </ol> <p><b>Cover-2/Part-B:</b> This should contain only Finance/Price Bid only as per format vide Annexure 2.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>Late Tenders i.e. Tenders received after due date shall be rejected.</li> <li>The rate quoted shall be in units stated in the enquiry. Where Quotations is in terms of unit other than that in enquiry, relationship between the two units must be furnished in the quotations.</li> <li>As far as possible, the quotations shall be free from correction// 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 the price bid, CEL may consider whichever is beneficial to CEL for evaluation. Vender should doubly ensure that the quote is correct and complete. The corrections/Overwriting if any shall be signed with the seal.</li> <li>Quotations are to be duly signed. Unsigned bids/offers are liable for rejection</li> </ol>
20.	<b>Opening of Tenders:</b> Technical Bids/Quotations/tenders will be opened on <b>01<sup>st</sup> July 2014</b> at 1530 hrs (IST). The date for opening of price bids would be fixed after evaluation of the technical bids, usually within two week of opening of technical bids. Price bid of only those bidders would be opened who qualify the technical bid. The date of price bid opening would be intimated to the eligible bidders (qualified in the technical evaluation) at least 1 day in advance.

21.	<b>Technical Clarifications/Pre-Bid meeting:</b> Bidders desiring any technical clarification may contact Assistant General Manager, MMD, Central Electronics Limited, 4, Industrial Area, Sahibabad – 201010 Phone no. 0120-2895145 Fax: 0120-2895148 email: mmd@celsolar.com on or before <b>24/06/2014 at 1400</b>																																															
22.	<p data-bbox="228 275 435 302"><b>Loading factors:</b></p> <p data-bbox="228 369 1349 396"><b>Loading for deviation from Basis of Price term, clause no. 2 (for foreign manufacturing bidders)</b></p> <table border="1" data-bbox="228 428 1492 709"> <thead> <tr> <th data-bbox="228 428 448 491">S. No.</th> <th data-bbox="448 428 854 491">CEL's term as per clause no. 2 above</th> <th data-bbox="854 428 1159 491">If bidder quote</th> <th data-bbox="1159 428 1492 491">Loading factor for non-compliance</th> </tr> </thead> <tbody> <tr> <td data-bbox="228 491 448 646">1</td> <td data-bbox="448 491 854 646" rowspan="2">C&amp;F, New Delhi</td> <td data-bbox="854 491 1159 554">EX-Works</td> <td data-bbox="1159 491 1492 554">3% of quoted total basic price</td> </tr> <tr> <td data-bbox="228 554 448 646"></td> <td data-bbox="854 554 1159 646">FOB basis (i.e. including packing and forwarding charges)</td> <td data-bbox="1159 554 1492 646">2% of quoted total basic price</td> </tr> <tr> <td colspan="4" data-bbox="228 646 1492 709"> <ul style="list-style-type: none"> <li>Loading of 0.08% of quoted total basic price towards local transport from C&amp;F, ICD Tuglakabad, New Delhi to CEL Sahibabad</li> </ul> </td> </tr> </tbody> </table> <p data-bbox="228 772 1406 800"><b>Loading for deviation from Basis of Price term, clause no. 2 (for indigenous manufacturing bidders)</b></p> <table border="1" data-bbox="228 867 1492 1148"> <thead> <tr> <th data-bbox="228 867 448 930">S. 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No.	CEL's term as per clause no. 2 above	If bidder quote	Loading factor for non-compliance	1	C&F, New Delhi	EX-Works	3% of quoted total basic price		FOB basis (i.e. including packing and forwarding charges)	2% of quoted total basic price	<ul style="list-style-type: none"> <li>Loading of 0.08% of quoted total basic price towards local transport from C&amp;F, ICD Tuglakabad, New Delhi to CEL Sahibabad</li> </ul>				S. No.	CEL's term as per clause no. 2 above	If bidder quote	Loading factor for non-compliance	1	FOR CEL, Sahibabad	EX-Works	3% of quoted total basic price	FOR Works or any other place except CEL, Sahibabad (i.e. including packing and forwarding charges)	2% of quoted total basic price	S. No.	CEL's term as per clause no. 10 above	If bidder quote	Loading factor for non-compliance	1	Penalty of 1% per week subject to maximum 10% on the basic value of the items not supplied /delayed	Not agreed	10% of quoted total basic price	5% max. agreed	5% of quoted total basic price	Other than above	10% - (minus) agreed max. % of quoted total basic price	S. No.	CEL's Term as per clause no. 7 above	If bidder quote	Loading factor for non-compliance	1	80% payment through letter of credit with 45 days usance period against shipment of material from the date bill of lading	(80 + Q)% payment through letter of credit with (45 - D) days usance period against shipment	Q% amount X 10% and 1.25% per month on the (80+Q)% amount on
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S. No.	CEL's Term as per clause no. 7 above	If bidder quote	Loading factor for non-compliance																																													
1	80% payment through letter of credit with 45 days usance period against shipment of material from the date bill of lading	(80 + Q)% payment through letter of credit with (45 - D) days usance period against shipment	Q% amount X 10% and 1.25% per month on the (80+Q)% amount on																																													

		10% payment after successful installation and commissioning of the UPS System with battery banks	of material from the date of bill of lading, where Q is the difference in % of LC amount and D is the difference of usance days  (10 – Q)% payment after successful installation and commission of equipments	difference of usance days will be added.
		10% payment against submission of performance bank guarantee	NO DEVIATION ACCEPTED	NOT APPLICABLE
		All Bank charges within India & outside India will be borne by beneficiary.	Not agreed, and LC charges outside India to be borne by CEL	1.5% on total basic amount quoted
23.	<p><b>L1 Criteria:</b> Purchase order will be placed on the lowest quotation (L1) only among the technically &amp; commercially accepted quotations.</p> <p>L1= Total C&amp; F value ( including supply, layout design, installation, commissioning, training, consumables, spares, post warranty AMC) + Loading factors for deviations to commercial terms &amp; conditions+ Insurance+ custom duty + Local Transport from ICD Tuglakabad, New Delhi to CEL, Sahibabad.</p> <p><b>Note:</b> Exchange rate ruling on the date of Tender opening (Techno-commercial / un-priced Bid) will be considered for converting foreign currency to Indian currency. Exchange rates available on Reserve Bank of India website <a href="http://www.rbi.org.in/scripts/referenceratearchive.aspx">http://www.rbi.org.in/scripts/referenceratearchive.aspx</a> will be considered.</p>			
24.	In case an order placed by the CEL based on the quotation/bid/tender submitted by the bidder/supplier is not executed by the supplier/bidder, CEL may buy the ordered goods from elsewhere and recover the additional amount that CEL may have to spend in procuring the stores plus 10% to cover the overhead & incidental expenses.			
25.	<b>Replacement of Rejected Material:</b> Any material supplied against order place on basis of this tender and found to be defective on inspection or differing from approved samples or make or specifications will be replaced by the supplier free of cost or full refund made for the amount paid by Central Electronics Limited including freight and insurance and other incidental charges at our discretion			
26.	<b>Arbitration:</b> In case of a dispute related to the contract, Chairman-cum-Managing Director of Central Electronics Limited, Sahibabad, India, shall be sole arbitrator. Arbitration proceedings for this will be conducted at Delhi (India) in terms of relevant laws prevailing in India.			

**Commercial Terms Compliance Checklist (to be enclosed with Techno-Commercial Bid):**

S.No.	Particulars	Bidder's confirmation
1	<b>Terms of Supply:</b> Vendor is required to quote and supply all the equipment/ machines as per purchase specification. Part offer is not acceptable. A package price for the entire turnkey line is to be offered by the vendor.	Acceptable/ Not Acceptable
2	<b>Post warranty AMC cost for 2 years has been quoted</b>	Yes/No
3	<b>Price basis:</b> Firm	Acceptable/ Not Acceptable
4	<b>Terms of payment:</b> 80% payment through letter of credit with 45 days usance period against shipment of equipments as per Annexure A of tender (complete dispatch documents like B/L, invoice, Packing list, Warranty certificate, Nil shortage certificate, Certificate of country of origin, factory test report, inspection certificate issued by CEL or CEL's representative, etc. will be required for negotiation of Letter of Credit). 10% payment after successful installation and commissioning of the UPS System with battery bank against submission of satisfactory installation and commissioning certificate issued by CEL. 10% payment against submission of performance bank guarantee as per clause no. 9 below after successful installation and commissioning of the UPS System with battery bank  All Bank charges within India & outside India will be borne by beneficiary.	Acceptable/ Not Acceptable (if Not Acceptable, mention deviation, if any, on format as per Annexure D of tender document)
5	<b>CEL's penalty clause:</b> Delay in delivery as per PO delivery date will result in penalty of 1.0% per week subject to maximum of 10% on the value of the items not delivered.	Acceptable/ Not Acceptable (if Not Acceptable, mention deviation, if any, on format as per Annexure D of tender document)
6	<b>Performance Bank Guarantee:</b> PBG for 10% of the basic material cost shall be furnished in the CEL's prescribed format.	Yes/No (if Not Acceptable, mention deviation, if any, on format as per Annexure D of tender document)
7	<b>Additional Security deposit</b> of 8% in form of Performance Bank Guarantee towards successful execution of the purchase order.	Acceptable/ Not Acceptable
8	<b>Terms of Delivery:</b> C&F, ICD, Tuglakabad New Delhi or FOR CEL, Sahibabad	Acceptable/ Not Acceptable
9	<b>Warranty:</b> 30 month from the date of dispatch or 24 months from the date of commissioning whichever is earlier.	Acceptable/ Not Acceptable
10	<b>Delivery Period:</b> CEL required delivery is 8 weeks from the date of L/C Indicate delivery in number of weeks from the date of issue of L/C.	-----Weeks
11	<b>Validity:</b> Quotation should remain valid for a period of 90 days from the due date	Acceptable/ Not Acceptable
12	<b>Bank Charges:</b> All Bank charges within India & outside of India will be upto the account of beneficiary.	Acceptable/ Not Acceptable (if Not Acceptable, mention deviation, if any, on format as per Annexure D of tender document)
13	Weight and Dimension of consignment with packing	Furnished/ To be furnished
14	Currency Quoted (US Dollars/ Euro/INR)	Currency: _____

**FORMAT FOR SUBMISSION OF COMMERCIAL DETAILS  
(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

1. Basis of Price :
2. Sales Tax (if any, in case of Indian bidders) :
3. Service Tax (if any, in case of Indian bidders) :
4. Excise duty (if any, in case of Indian bidders) :
5. Packing Forwarding, Freight & Insurance :
6. Delivery Schedule :
7. Payment Terms :
8. Validity of Quotation :
9. Guarantee :

**Signature & Stamp of Organization**

**SCHEDULE OF EXCEPTIONS & DEVIATIONS**

SL. NO.	BID DOCUMENT REFERENCE			SUBJECT	DEVIATION
	SECTION NO.	PAGE NO.	CLAUSE NO.		

<b><u>NOTE:</u></b>	1.	If unavoidable, Tenderer may indicate deviations to the requirements of the bid Document only in this format. If this sheet is left blank or 'No deviation' is mentioned, it would be considered that there are no technical or commercial deviations.
	2.	Tenderer shall furnish Technical and Commercial deviations, if any, in this format only but separately.
	3.	Any deviations stated elsewhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.

Seal & Signature of Tenderer (s) : \_\_\_\_\_  
 Name of Tenderer (s) : \_\_\_\_\_  
 DATE:



**Annexure-E****Format for Submission of Vendor Data**

1.	<b>Name of vendor</b>	
2.	Registered Address	
	Phone No.	
	Fax No.	
	Name of Proprietor/ CEO/Chairman	
	Phone/Mobile No.	
	Email id	
3.	Factory Address	
	Phone No.	
	Fax No.	
	Email id	
4.	Delhi/NCR Address (if any)	
	Phone No.	
	Fax No.	
	Email id	
5.	Correspondence Address	
6.	Name of Contact Person	
	Designation	
	Phone/Mobile no.	
	Fax No.	
	Email id	
7.	Website	

8.	<b>Sales Tax related information</b>	
	TIN No.	
	L.S.T. No.	
	C.S.T. No.	
	Sales Tax Exemption No. (if any)	
9.	<b>Income Tax related information</b>	
	PAN No.	
	PAN reference no. (in case PAN applied for)	
	PAN Status (in case PAN applied for)	
10.	<b>Excise duty related information</b>	
	ECC No.	
	Range	
	Collectorate	
11.	Registration No. with Directorate of Industries	
12.	MSE registration no. (for Mirco & Small Enterprise)	
13.	Name & address of organization with whom MSE is registered	
14.	Whether MSE is owned by ST/SC?	Yes / No (please strike-off non-relevant and attach supporting document)
15.	<b>Bank related information</b>	
	Bank name	
	Branch name	
	Bank address	
	Bank phone no.	
	Bank fax no.	
	Bank MICR Code (9 digit)	
	RTGS-IFC Code	
	Account type	
	Account no.	
	Swift Code	

I certify that the information given herein is correct to the best of my knowledge and belief.

Signature of Proprietor/CEO/Chairman  
Seal of the company/concern

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_ to \_\_\_\_\_(including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**PERFORMANCE BANK GUARANTEE**

To  
Central Electronics Limited,  
A Public Sector Enterprise,  
4, Industrial Area,  
Sahibabad – 201 010 (U.P.)

1. By a Purchase Order No..... dt..... (the “Contract”) placed by **Central Electronics Limited, 4, Industrial Area, Sahibabad-201 010** (the “buyer”) to buy ..... (as per description given in the P.O./contract) and unreservedly accepted by ..... **Regd. Office at .....& Works at .....** (the “Seller”), the seller has agreed to sell, supply and deliver the product of such specifications, qualitatively and quantitatively and for such consideration and subject to such covenants, condition and stipulation as provided in the contract/purchase order including but not limited to a stipulation that the Seller shall furnish to the Buyer an irrevocable and unconditional Bank Guarantee for ~~Ten per cent~~ of the value of **USD.....** in favour and to the satisfaction of the Buyer to ensure the due performance of all its obligations and liabilities by the Seller under and in terms of such contract.
2. Accordingly, in consideration of the premises, and other good and valuable consideration ..... (the “Bank”) having its head office at ..... undertakes assures and agrees with the Buyer as follows:-
  - a) The Bank, as primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely guarantees, as a continuing guarantees, to the Buyer (its successors and assigns) full complete and prompt performance of the obligations and liabilities by the Seller, including but not limited to the financial liabilities of the Seller to the Buyer for any payment, repayment, refund or otherwise of any money, or any other dues claim or demand of the Buyer against the Seller (Collectively called the “Guaranteed Obligation”).
  - b) The bank hereby further irrevocably and unconditionally guarantees and undertakes to the Buyer that if the Seller, in any manner, defaults in the performance or in making any payment, repayment or refund of any Guaranteed Obligations, then the Bank shall without demur upon the first demand by the Buyer, pay to the Buyer forthwith in full the amount due to or claimed or demanded by the Buyer from the Bank without any deduction and withholding and free from any claim by the Bank or any other person. The obligations of the bank hereunder shall be absolute in all respects and the demand so made by the Buyer shall be conclusive and binding on the Bank, regardless of any dispute, difference of proceeding pending or threatened between the Buyer and Seller or any other person in Court of Law, arbitration or otherwise.
  - c) It is a strict condition of this Guarantee that the Bank shall not be discharged or released from the Guaranteed Obligations undertaken by it, nor shall the Bank’s liabilities and obligation hereunder diminish, by virtue of any new arrangements between the Buyer and the Seller or any variations in the contract mutually made, or any indulgence or forbearance by the Buyer to the Seller at any time as regards any of the Guaranteed Obligations with or without knowledge or consent of the Bank, provided that in no case the financial liabilities of the Bank shall be increased without its prior concurrence.
  - d) This Guarantee shall not be released by the Seller furnishing to the Buyer any other security under and in terms of the contact nor shall the Buyer be obliged to purse such security as a condition precedent to exercising any of its rights hereunder.
  - e) This Guarantee shall come into force from the date of issuance i.e. \_\_\_/\_\_\_/\_\_\_\_ . The Guarantee shall remain valid and effective up to ---/ ---/ --- until the Seller duly and fully performs and completes all its financial and other obligations under and in terms of the contact, or the Guaranteed Obligations are discharged by the Bank hereunder, whichever is earlier.
  - f) This Guarantee shall not be discharged or be rendered ineffective by change in the constitution of the Bank or Buyer or the Seller and shall nevertheless continue to be binding on its respective successor-in-interest or assign. Nor shall this Guarantee be discharged by the Buyer recovering its dues, claims or demands partially from the Bank in respect of any of the Guaranteed Obligations hereunder. This Guarantee is and shall always be deemed to be a continuing Guarantee.
  - g) This Guarantee shall be governed by and construed and interpreted in accordance with the laws and courts in **New Delhi** shall have exclusive jurisdiction in this regard.

3. Notwithstanding anything herein contained the maximum financial liability of the Bank shall not in any circumstances exceed Rs.....

Notwithstanding anything contained herein above:

- I) Our Liability under this Guarantee shall not exceed Rs..... (Rupees ..... only).
- II) This Bank Guarantee shall be valid up to and including --/--/--.
- III) We shall be liable to pay any amount under this bank guarantee or part thereof only if we receive a written claim or demand under this guarantee on or before --/--/--.

Place:

Date:

Signature of the Bank with seal

Full address of Bank:

.....

Witness:

1) Name: \_\_\_\_\_ Signature \_\_\_\_\_

2) Name: \_\_\_\_\_ Signature \_\_\_\_\_