



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

Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 201301 (INDIA)
Phone: 91-120-2515476 / 2515464 / 2416278
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Email: sana@bhelpsnr.co.in, vks@bhelpsnr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India .

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/VKS/ E-2025	SUPPLY OF PRESSURE CALIBRATORS.	16.08.2010 3.30PM (IST)

Notes:

1. For detailed tender enquiry, please visit BHEL web site www.bhel.com

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TENDER ENQUIRY

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

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/VKS/ E-2025	<p>SUPPLY OF 03 NOS OF PRESSURE CALIBRATORS AS PER TECHNICAL SPECIFICATIONS ENCLOSED IN ANNEXURE-I.</p> <p>VALID TRACEABLE CALIBRATION CERTIFICATE ISSUED FROM ACCREDITED LAB FOR EACH NO OF PRESSURE CALIBRATOR SHALL BE PART OF SUPPLY.</p>	<p>16.08.2010</p> <p>3.30PM (IST)</p>

DESTINATION FOR SUPPLY OF ONE NO EACH IS AS FOLLOWS:

- 1 AGM/TSX, BHEL-PSNR, PLOT 25, SECTOR, 16-A NOIDA, U.P .
- 2 AGM/TSX, BHEL-PSER, PLOT 9/1, DJ BLOCK SECTOR-II, SALT LAKE CITY KOLKATA-700091.
- 3 AGM/TSX, BHEL-PSWR, MOHINI COMPLEX, 345 KINGSWAY, NAGPUR-44001.

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

- 1) THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE.
- 2) OFFER FROM ONLY THOSE MANUFACTURERS / THROUGH THEIR AUTHORISED DEALERS WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING/ SELLING UNDER AUTHORISATION OF OEM FOR SIMILAR OR HIGHER CAPACITY OF ABOVE ITEMS AND SHOULD HAVE SUPPLIED BY SELF OR THROUGH OEM TO THE REPUTED COMPANIES DURING LAST 2 YEARS. LIST OF CUSTOMERS SHALL BE ENCLOSED WITH TECHNO COMMERCIAL BIDS.

NOTES:-

The Tender Document comprises of following;

- (1) Tender Notification
 - (2) Tender Invitation
 - (3) Annexure for Technical Specifications.
 - (4) Special Terms & Conditions.
 - (5) General Terms & Conditions.
 - (6) Rate Schedule
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
- (iii) Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (non transferable) will be issued free of cost on all working days between

TENDER NO: BHEL-PSNR/SCP/VKS/E-2025DATED: 28/07/2010 DUE ON: 16/08/2010

09.30 Hrs. to 15.30 Hrs within the period i.e **upto 16.08.2010**. Request for issue of tender document should clearly indicate Tender No. and work description.

- (iv) Tenders must be submitted to the undersigned **latest by 16.08.2010** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. (IST) on 16.08.2010**.
- (v) The present destinations for supply are as per given above, However, the destination is subject to change as per deployment plan at the time of delivery
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever. **BHEL may process this tender on 'Reverse Auction' basis with the technically & commercially accepted bidders.**
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Any Deviation to techno-commercial specifications shall be clearly indicated,
- (x) Deviation if any may lead to rejection of the offer, however BHEL reserves the right to accept the same after suitable loadings to the quoted price
- (xi) Bidders may submit the vendor registration form duly filled in as per the **srif** format attached with this tender.

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ANNEXURE-I

Specifications for Portable Pressure Calibrator

Complete system for testing, calibrating, measuring and reporting for Absolute & Gauge Pressure Transmitters and DP Transmitters of the following ranges :

Pressure Transmitters

1. 2 mm Hg abs to 780 mm Hg abs (Vacuum Transmitters)
2. 0-10 kg/cm² abs
3. 0-25 kg/cm² Gauge
4. 0-100 kg/cm² Gauge
5. 0-350 kg/cm² Gauge

Differential Pressure Transmitters

1. DP 0-2.5 Kg/cm²
2. DP 0-1.0 Kg/cm²

The accuracy of the calibrator has to be 0.025% of pressure /voltage reading or better.
The calibrator should also have facility for measure, source and simulate mA, mV, V, ohms

Pressure Generating Capacity :

Should have built in /external pressure generating capacity of following range : (vendor may offer more than one source to cover from -0.95 bar to 400 bar)

1. (-) 0.95 bar Gauge to 20 bar Gauge
2. 0-400 bar

Hart Communicator :

There should be built in Hard Communicator in the pressure calibrator. Alternatively a separate Hard Communicator of reputed make will be supplied along with the calibrator.

Power Supply :

In built rechargeable battery along with charger (to be charged from 180V-250V AC, 50 c/s supply source).

Calibration Certificate : Calibration certificate to be supplied by the vendor from any accredited lab such as NABL /UCAS/NIST or National Laboratories of any country for calibrator, sensors for the entire range.

Two sets of push fit hand tight connectors with set of spares, fittings , tools & hose capable of withstanding above pressure are to be supplied for connecting the test device to the calibrator

Carrying Case : Suitable hard top carrying case is to be supplied along with the pressure calibrator.

GENERAL REQUIREMENT

- 1. Actual data of offered model to be filled against each specification supported by printed catalogue (Catalogue/technical specifications should be available on website of OEM), otherwise the offer may be disqualified.**
- 2. Documentary proof for service centers including availability of spares in India for the offered model to be submitted.**
- 3. Documentary proof from OEM on the letter head for authorised dealer/representative of the company (whose product is being offered) is essential.**

SPECIAL TERMS AND CONDITIONS

Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply of Pressure Calibrator ‘(as per detailed specifications so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on 16.08.2010.

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

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

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

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

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

- i) Technical specifications along with necessary catalogues, drawings, and technical literatures for the offered **item** in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of manufactured, supplied item .
- iii) Details of service facilities available in India for ‘After Sales Service’.
- iv) Acceptance to commercial terms and conditions.
- (vi) **Bidders to submit the compliance to technical specifications of Annexure-1 .Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be liable for rejection or can be considered subject to suitable loading by BHEL and for which BHEL’s decision shall be final and binding.
- (vii) Bidders shall submit their offer in **INR only**, the same to be indicated in their offer (Part-I).
- (x) Commercial
This part shall include / indicate the following :
 - a) Station of dispatch
 - b) Terms of payment
 - c) Taxes & duties applicable.
 - d) Delivery Schedule
 - e) Offer validity
 - f) A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without the price details to be enclosed.

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format-A, enclosed.

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

2. Following should be super scribed on the envelopes of the two parts of the Bids for Part I: Techno-Commercial Bid:-

Tender for:
Tender No.: Due on :

Part II (Price bid)

Tender for:
Tender No.:

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

Tender for :

Tender No.: Due on:

Containing Part I and Part II of the offer.

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

5 Inspection & Testing: -

The supplier shall offer the **ordered item** for inspection at manufacturer's works in case of bidder is manufacturer or at supplier premises in case the OEM is outside India. as per international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative. Expenses of the visiting official for inspection shall be to BHEL account.

6. Delivery : The delivery required is within 6-8 weeks from date of P.O. However, tenderers should indicate the best possible delivery period.

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

8. The rates for packing cases may be quoted separately.

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

- a) 90% of Ex-Works value of **supplied item** with 100% taxes, duties, freight, packing & forwarding and insurance against dispatch documents (Bill invoice with Excise invoice, Copy of LR and Calibration Certificates Etc.) ,.
- b) 10% of Ex-Works value of **supplied items** within 30 days **after** receipt and acceptance of **items** at destination. Supplier to submit the PBG for 10% of order value .

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

- Two Original of tax Invoices (Cenvat / Modvat Invoice)
- Inspection and Test Certificate of the **ordered items** at Manufacturer Works/at Supplier premises, duly certified by BHEL or its Authorised Agency or its waiver.
- Traceable Calibration Certificates from accredited lab such as NABL/UCA S/NIST
- Warranty Certificate for the goods

NOTES:-

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

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

10. Warranty: -

The **items** offered shall carry a warranty for a period of 12 months from the date of commissioning at site or 18 months from the date of dispatch.. **Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items. Supplier to submit the PBG (Performance Bank Guarantee equal to 10% of order value valid for 12 months from date of commissioning or 18 months from date of dispatch . PBG shall be on stamped paper as per BHEL Format through Indian bank located in India.**

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

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

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

14. Supplier to submit 10% PBG against Performance of the equipment as mentioned in Payment terms and warranty cclauses at SI nos 9 & 10 above.

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GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Please note that our terms of payment are as per **clause 9** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

No advance shall be paid.

Payments are released through Electronic Fund Transfer, supplier to provide the bank details along with bill invoices..

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

12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works/supplier's premises (expenses of inspection authority shall be born by BHEL) or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.
13. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks from the date of delivery of the goods at the final destination.
14. **Metric System:-** Suppliers are requested to give metric measurements while quoting.
15. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi (India).
16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

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ANNEXURE-A

RATE SCHEDULE

Sl.No.	DESCRIPTION	UNIT PRICE IN INR	TOTAL AMOUNT
1	COST OF THREE NOS OF PRESSURE CALIBRATORS . AS PER DETAILED SPECIFICATIONS ENCLOSED WITH TENDER ANNEXURE-1.		
2	CHARGES FOR PACKING & FORWARDING		
3	COST OF CALIBRATION CERTIFICATES FOR EACH PRESSURE CALIBRATOR		
4.	EXCISE DUTY, (CENVAT/MODVAT DETAILS)		
5.	CST WITHOUT C FORM		
5.	TRANSPORTATION / FREIGHT AND TRANSIT INSURANCE CHARGES FROM MANUFACTURER WORK / SUPPLIER PLACE TO BHEL SITE OFFICE ,. FOR EACH SET AS PER BELOW . TSX / BHEL-PSNR,NOIDA IN U.P TSX / BHEL-PSER,KOLKATA IN W.B TSX / BHEL-PSWR,NAGPUR , MAHARASHTRA		
6.	TOTAL		
7.	CENVAT BENEFIT TO BHEL AGAINST EXCISE DUTY		
8.	COST TO BHEL (AFTER CONSIDERING CENVAT BENEFIT TO BHEL)		

NOTES:

- Tenders will be evaluated based on the prices quoted upto FOR Site after considering CENVAT benefit to BHEL.** Bidders are requested to quote for each and every column from 1 to 8 as indicated above and CENVAT AMOUNT MAY BE INDICATED. Please indicate NIL against columns not applicable.
- CENVAT/MODVAT credit: The quotation must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the tenderer is availing **MODVAT** credit for his input materials, the effect of Performa credit should be passed on to the purchaser.
- Any other charges, if not specified above, may also be indicated.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.

(Signature and Seal of Tenderer)

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL shall resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING ON INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/scrap the reverse auction process/proceed with conventional mode of tendering.
11. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
13. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, can not be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.

In case BHEL decide to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

- (a) Name of Designation of official
- (b) Postal Address (Complete)
- (c) Telephone Nos. (Land line & Mobile both)
- (d) FAX No.
- (e) E-mail address
- (f) Name of Place/State/Country, wherefrom he will participate in the RA.

Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from nationalized banks.

1. PERFORMANCE BANK GUARANTEE

In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at 'BHEL House", SIRI Fort, New Delhi 110 049) through its PSNR division located at plot 25, sector 16-A ,Noida-201301, (hereinafter called "the Company") having entered into a contract with hereinafter called "the said Order" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Order No: dated between BHEL, PSNR and as per the Order, the contractor/supplier is to furnish a Performance Bank Guarantee for Rsfor the due performance of the equipment to be supplied under

the above referred contract and for the fulfillment of all the terms and conditions of the contract. We(indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would betaken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the

Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram

or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We (indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.
10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. n witness whereof we (indicate the name of Bank) have hereunto set out Bank Seal the Day month 20.....