



Tender No.: PW/PE/MM-3/GC

| |
|--|
| DUE DATE |
| Refer para reg due date on page-3 |
| 2.00 P.M. |

Dear Sirs,

Subject : Tender Enquiry for Supply and distribution of 42500 nos. of 10gms gold coins

We are pleased to invite your offer for Supply and distribution of 42500 nos. of 10gms gold coins to employees of Bharat Heavy Electricals Limited (BHEL) in different offices spread all over India in connection with completion of its Bhopal Units' Golden Jubilee Year, as per the scope and terms and conditions given herein.

Scope, Quantity & Quality:

Supply of 42,500 (Forty Two Thousand Five Hundred) with a tolerance of $\pm 1\%$, GOLD COINS of 10 gm each, duly embossed as per Art Work, packed in tamper proof packing and to be delivered to nominated BHEL employees in the manner subscribed hereunder in commemoration of Golden Jubilee Celebrations:

- The weight of each Gold Coin must be 10 (ten) grams with no negative tolerance.
- Purity of the metal must be 24 carat gold of 999 fineness.
- All Gold coin must be of same size, shape circular with diameter between 22mm to 25mm to be specified in the offer.
- Each Gold coin to be elegantly embossed on the two sides as per schematic (art work) attached, along with mark of purity, weight, assayer logo.
- Each Gold coin must be elegantly packed in tamper proof packing duly numbered and bearing certificate of International organisation authorized certified Assayer for 999 fineness purity, weight 10gms.
- A separate consolidated paper certificate of assayer certifying the packet serial numbers certified by them, Along with attested Copy of approval certificate of International organisation of assayer

Bidders, interested in participating in the tender and are fulfilling the pre-qualifying criteria as given in annexure-F, need only submit their offers, within 10 days of release of this tender in the press. No deviation in this regard shall be permitted. It shall be responsibility of bidder to satisfy themselves regarding fulfilment of pre-qualification requirements.

Please reply to:
PEM -Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA – 201 301

Phone : 0120-4329040
Fax : 0120-4329026
email : ravipg@bhelpem.co.in

Regd. Office :

BHEL House
Siri Fort
New Delhi - 110049

Tender No.: PW/PE/MM-3/GC



Please arrange to submit your **offer in duplicate in sealed cover**, containing two envelopes, separately sealed, as below:

Envelope-I - Part-I- Techno-commercial offer containing the following:

- Covering letter.
 - Documents required for pre-qualifying criteria (as per annexure-F)
 - EMD for Rs 25 lacs (Rs Twenty Five Lacs) in the form of Banker's cheque or demand draft favouring BHEL, New Delhi.
- EMD given by all unsuccessful bidders shall be returned after expiry of the price validity. EMD may be forfeited, if after opening the bid, the Bidder revokes his bid within the validity period or increases his earlier quoted rates or bidder does not commence the work within the period as Award of Contract. EMD shall not carry any interest.
- Letter from Head of Institute in favour of signatory making offer on behalf of bidder
 - A copy of the tender document duly signed and stamped by the authorized signatory of the bidder as a proof of Unconditional Acceptance of All Conditions as specified in this tender
 - Unpriced copy of the price schedule indicating by word '**quoted**' in place of value, the format duly signed and stamped by the authorised signatory.
 - Statement of the Deviations / Exclusions if any.

Note : **The above documents should not contain any price.**

Envelope-II- Part-II - Price offer in annexure-A.

Price : The proposal shall be made in the format as given in the annexure A. The applicable gold price will be the one declared by London Bullion Market Association (LBMA) in US \$ in the AM of the date, one day after the date on which advance is released by BHEL. The other charges (to be quoted as lump sum) will be in Indian Rupees and on firm price basis except the taxes/ duties where variation if any will be allowed as per clause mentioned herein. Gold Price to be converted as stated in Note-6 of price format, for actual payment purpose.

All the envelopes should be super-scribed with **Tender no. and Due Date**, Part-I or Part-II & all the offers should be appropriately marked "Original" or "Copy" as the case may be. If there are discrepancies in the original and the copy, the original shall prevail. Envelope I and II should be put in a separate cover and marked as above.

The offer shall be marked as "To be opened by addressee only" and addressed to BHEL's authorized signatory, who has issued the tender enquiry.

The prospective bidder shall arrange to hand deliver the sealed envelope at the address mentioned in the BHEL's Tender Enquiry letter before due date and time. The tenders received late, after the due bid opening date and time will not be considered. BHEL shall not be responsible for non-delivery/late delivery of proposals.

Please reply to:
PEM -Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA – 201 301

Phone : 0120-4329040
Fax : 0120-4329026
email : ravipg@bhelpem.co.in

Regd. Office :

BHEL House
Siri Fort
New Delhi - 110049

Tender No.: PW/PE/MM-3/GC

Due date and time - 10 days from press advertisement excluding date of advertisement at 2.00 PM. In case due date falls on Sunday / Public Holiday, it shall be treated as next working day. **Please also look for exact date of tender opening, which shall be notified on BHEL webpage after publication of press advertisement.**

Opening of proposals: The tender proposal, Part-I only, will be opened, in the presence of authorized representative of the bidders, if they wish to attend (one authorized person per bidder), on the due date at 3.00 PM and address as mentioned in the Tender Enquiry letter.

Part-II of the offer shall be opened only for bidders who meet all tender terms & are found suitable for further consideration and shall be intimated about the date and time by BHEL. Price offers shall be opened at the specified time and date, in the presence of suitable bidders, who desire to be present.

Offer Validity: Offer shall be valid for 30 days from the date of tender opening of part-I of tender.

Local Conditions: It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the successful execution of the scope covered under this tender. BHEL shall not entertain any request for clarifications from the Bidders, regarding such local conditions after tender opening. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. BHEL will not entertain any claim for financial adjustment to the contract awarded under this tender.

You may seek any clarification (technical/ commercial) before due date, if any, from undersigned.

Unsolicited fresh / revised price bids shall not be entertained. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatories to the bid.

Tender evaluation shall be based on total cost to BHEL.

Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.

Late tenders shall be out rightly rejected.

Incomplete offers, not in conformity to tender terms or not meeting qualifying criteria or offer not containing EMD shall be rejected by BHEL.

Please reply to:
PEM -Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA – 201 301

Phone : 0120-4329040
Fax : 0120-4329026
email : ravipg@bhelpem.co.in

Regd. Office :

BHEL House
Siri Fort
New Delhi - 110049

Tender No.: PW/PE/MM-3/GC



Tenders and all correspondence thereof, shall be addressed and sent at the following address:

RP Gupta, SrDGM/MM,
BHEL / PEM, PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A, NOIDA – 201 301

Phone: 0120-4329040, Fax- 0120-4329026
email : ravipg@bhelpem.co.in

Thanking you,

Yours faithfully,
for and on behalf of **BHEL**

(R P Gupta)
SrDGM (MM-3)

Encl: Annexure-A – Scope & Price Format – 1 sheet
Annexure-B - Terms and Conditions – 6 sheets
Annexure-C – List of BHEL units/ offices where coins are to be delivered – 1 sheet
Annexure-D – Bank Guarantee format for 90% advance payment – 1 sheet
Annexure-E - Embossing sample – 1 sheet
Annexure-F – Qualifying criteria for bidders – 1 sheet

Please reply to:
PEM -Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA – 201 301

Phone : 0120-4329040
Fax : 0120-4329026
email : ravipg@bhelpem.co.in

Regd. Office :

BHEL House
Siri Fort
New Delhi - 110049

Tender No.: PW/PE/MM-3/GC

BHEL's Tender No.: PW/PE/MM-3/GC

Documents enclosed, to be certified by signatory:

Part-I offer

- a) Price format – annexure –A – 1 sheet –without price
- b) Authorization letter from RBI
- c) Letter from Head of Institute in favour of signatory making offer on behalf of bidder
- d) Authorization letter for participant in tender opening (only one participant per bidder would be allowed)
- e) Signed and stamped copy of the tender documents as acceptance, **duly filling the delivery period in para 5 of terms and conditions.**
- f) Statement of deviations/exclusions if any
- g) EMD of requisite amount (Rs. 25 lacs in favor of BHEL, New Delhi)- bearing
Draft no.: and date , issuing bank details

Part-II offer

- a) Price format – annexure –A – 1 sheet –duly filled (price and delivery period)
- b) Cost of withdrawal of deviations/exclusions, if applicable

Signature of Authorized signatory with seal

Please reply to:
PEM -Power Sector
PPEI Building,
HRD & ESI Complex,
Plot-25, Sector-16-A
NOIDA – 201 301

Phone : 0120-4329040
Fax : 0120-4329026
email : ravigp@bhelpem.co.in

Regd. Office :

BHEL House
Siri Fort
New Delhi - 110049

Tender No.: PW/PE/MM-3/GC

FORMAT FOR PRICE OFFER FOR SUPPLY OF GOLD COINS

BHEL's Tender No.: PW/PE/MM-3/GC

Annexure-A

Name and address of Bidder

Bidder's offer no. & date:

| SI No. | Description | Offer to be made in INDIAN RUPEES | |
|--------|---|-----------------------------------|----------------|
| | | Value in figures | Value in words |
| A | Basic Cost of GOLD COINS - 42,500 nos. as per tender terms, as per LBMA rate * - indicative only | | |
| B | Other charges for 42,500 Gold Coins ** | | |
| B1 | Mention rate of taxes/ duties considered in %age (Customs duty / VAT). Please attach a sample calculation sheet. | | |
| C | Delivery and distribution charges *** (Lump sum) | | |
| B+C | Total cost to BHEL for 42,500 Gold Coins, delivered to employees of BHEL (excluding Gold cost) | | |

B+C shall be the evaluation criteria.

Notes:

| | |
|---|---|
| 1 | LBMA Rate * - The applicable gold price will be the one declared by London Bullion Market Association (LBMA) in US \$ in the AM of the issue date of tender , multiplied by Exchange rate prevailing for Rs/USD as per the RBI reference rate declared for the day. This is only indicative and shall not be used for evaluation. |
| 2 | Other Charges ** - The other charges (to be quoted as lump sum) will be in Indian Rupees and on firm price basis & shall include cost of importation, customs duty, conversion / making charges, process loss, embossing, packing, certification, insurance, transportation, all taxes/ duties, other expenses etc. |
| 3 | Distribution charges *** - The bidders will arrange for delivery of the Gold coins to the authorized employees of BHEL at the location mentioned in the annexure-C against the receipt from employee. (As detailed in clause 5.0 of terms and conditions attached) |
| 4 | In case of any difference between amount stated in figures and words, the amount stated in words shall be deemed to be final. |
| 5 | All corrections, if any, shall be initialed at the appropriate place by the authorized signatory. |
| 6 | Actual Cost payable- a) For Gold- The applicable gold price will be the one declared by London Bullion Market Association (LBMA) in US \$ in the AM of the date, one day after the date on which advance is released by BHEL to successful bidder and exchange rate prevailing for Rs/USD as per the RBI reference rate declared for the day. b)The other charges and distribution charges would be payable as per B+C above. |

I/ We hereby state and declare that what is stated above are true to the best of our knowledge and belief and nothing is concealed. We understand that in the event of any information furnished are found to be false, BHEL shall have the fullest authority to reject our offer, without assigning any reason. I / We also understand that decision of BHEL shall be final and binding in this regard.

Signature of Authorized signatory with seal ^

Place:

Date:

^Please enclose certified copy of letter from Head of Institute in favor of authorized signatory

TERMS & CONDITIONS to TENDER FOR GOLD COINS

Annexure-B

1.0 RBI's Authorization form :

2.0

Bidders should have the currently valid authorization to import gold granted by Reserve Bank of India, and bidders must submit a letter of authority / certificate from RBI to this effect.

2.0 Payment terms :

- a) 90% of the value of the material will be given as advance to the approved bidder by BHEL against bank guarantee of 100% of order value.
- b) Balance value of the purchase order (10% of material value + 100% of all other charges) will be released within 15 days of receipt of the full reconciliation statement by the BHEL from the bidder for the ordered quantity, along with the relevant enclosures containing the acknowledgment of the receipt of gold coins by the authorized person in respective BHEL Unit/ offices, subject to there being no disputes regarding the quality/quantity etc. of the gold coins supplied by the bidder.
- c) However, this advance will be paid to the bidder within a period of two full working days of the receipt of Bank-guarantee from the bidder issued by a Public Sector Bank. The Bank Guarantee shall be valid for a period of three months from the date of receipt of Purchase Order. In the event of delay in completion of distribution of gold coins as per the terms of the Tender, Bank Guarantee shall be further extended as required by BHEL, in any case not exceeding the date of issue of completion certificate by BHEL for full and final execution of the Purchase Order. The completion certificate will be issued by BHEL on being fully satisfied regarding execution of the tenders as per terms and conditions contained therein.
- d) The Bank-guarantee will be in the favor of BHEL, New Delhi in the format provided by BHEL as per **Annexure-E**.
- e) In case the concerned bidder is a Scheduled Bank, the bank-guarantee would have to be issued by **public-sector bank**, other than the bidder.

3.0 Order Placement and Payments:

Quantity: Number of Gold coins is 42500 nos. (Forty two thousand five hundred) with quantity tolerance as plus/ minus 1%. However the exact quantity shall be mentioned in purchase order.

4.0 Samples:

Seller shall submit 3 nos. of GOLD COINS to BHEL for its approval before start of dispatch. If acceptable, these samples shall become the property of BHEL and shall form part of total ordered quantity.

5.0 Delivery & Distribution:

5.1 Delivery - It is expected that Gold coins will be delivered at various locations (as per annexure-C) within a period of 30 days of release of advance by BHEL, however, bidders should specify period of delivery in their bids, as per following:

Delivery after release of advance by BHEL

- i) Sample submission: within Days of advance.
- ii) Commencement of delivery: within Days of advance.
- iii) Completion of supply and distribution: within Days of advance
- iv) Approximate rate of supply : no. of coins per day (Average over a week)

5.2 Distribution- The bidders will arrange for delivery of the Gold coins to the authorized employees of BHEL at the location mentioned in the annexure-C against the receipt from employee.

For this purpose bidder will make necessary arrangement for safe custody and issue of coins, either through their own branch or through the branch of scheduled bank, but located within 8 kms of BHEL's office in the location mentioned in the annexure-C.

The employees shall be permitted to get the Gold coin issued from the notified branch against the authorization slip to be issued by authorized nominee of BHEL in these locations, upto 15 days of date of information by the bidder to the Head of BHEL office in these locations, under intimation to ED(HR&CC), Corporate Office, BHEL, Siri Fort, New Delhi – 110049.

At the expiry of period of 15 days the remaining Gold coins, if any, would be delivered by the bidder to the Head of the BHEL office in respective locations, who would then issue the receipt for the same.

The manner of authorization of employee would be specified in the purchase order.

6.0 DELIVERY FAILURE AND TERMINATION & CONSEQUENTIAL DAMAGES

6.1 The parties hereto agree that the timely despatch/delivery as stipulated in order/contract shall be the essence of the Order/Contract. If the seller fails to complete the despatch/delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for breach of order/contract without prejudice to any other rights and/or remedies provided for, in the order/contract and hereunder.

6.2 DELAYED DELIVERY

6.2.1 If the bidder fails to deliver Gold coins as per agreed schedule and at the destinations to BHEL employees, BHEL will be free to cancel the PO for the balance quantity. BHEL will procure the balance quantity from alternate source at the risk and cost to the defaulting bidder. The defaulting bidder must deposit the money within 15 days of demand for this purpose to BHEL Corporate office, failing which the bidder's bank guarantee would be invoked.

6.2.2 Seller shall continue the performance of the Order/Contract under all circumstances, to the extent not cancelled.

7.0 PURCHASE PREFERENCE

Purchase Preference, if applicable, shall be given to the Central Public Sector Enterprises as per Government guidelines. However, the Central Public Sector Enterprise claiming the benefits of Purchase Preference will have to provide necessary information/documents in support of its claim. Accordingly, other things being equal purchase preference will be granted to the PSEs at the lowest valid price bid(L1) if the price quoted by the PSE is within 10% of the L1 price.

8.0 INSURANCE

- 8.1 Unless otherwise expressly specified in the special conditions of the Contract, the Seller at his cost shall arrange, secure and maintain insurance pledged in favour of the Purchaser, to protect his interests and the interests of the purchaser, against all risks as detailed herein.
- 8.2 The Seller shall be responsible for preferring all claims and make good the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title by itself shall not in any way relieve the Seller of the above responsibilities during the period of the Order/Contract.
- 8.3 Any loss or damage to the Gold Coins during handling, transportation, storage till such time the same are taken over by the purchaser/owner, shall be to the account of the Seller.
- 8.4 The risks that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riots, civil commotion, earthquakes, floods, weather conditions, accidents of all kinds, fire, war risk and such other risks . The scope of such insurance shall cover the entire Order/Contract value.
- 8.5 All costs on account of insurance liabilities covered under the Order/Contract shall be to the account of Seller.

9.0 RISK IN STORES

The Seller shall perform the Order/Contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the Seller, his agents or servants, or a carrier, or in the joint possession of the Seller, his agent or servants and the purchaser, his agents or servants shall remain in every respect at the risk of Seller until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer, until their delivery to a person specified by the purchaser as interim consignee for the purpose of despatch to the consignee. The Seller shall be solely responsible for all loss, destructions, damage or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspection Agency are awaiting despatch or delivery or are in the course of transit from the Seller to the consignee or interim consignee as the case may be.

10.0 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- 10.1 If the Seller fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or

otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller and the Seller shall be liable to the purchaser for any excess costs provided that the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases.

- 10.2 Cost of the purchases made by the Purchaser at the risk and cost of the Seller shall be worked out after levying 30% overheads as departmental charges on the cost of materials purchased.

11.0 TERMINATION OF THE CONTRACT

- 11.1 The purchaser shall have the right to cancel the Order/Contract, wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller shall have no claim for compensation against purchaser on account of such cancellation.
- 11.2 The purchaser shall also have the right to cancel the Order/Contract at the risk and cost of the Seller in case either the Seller himself or any of his representative or agent is found to have been a previous employee of the purchaser immediately before the retirement and has within a period of two years of such retirement accepted the employment of the Seller either as a Seller or as an employee without having obtained the prior permission of the purchaser.

12.0 TRANSFER, SUB-LETTING/ASSIGNMENT/SUB-CONTRACTING

- 12.1 The Seller shall not sublet, transfer or assign this order/contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of the purchaser. In the event of Seller sub-letting, transferring or assigning this order/contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the purchaser shall be entitled to cancel the order/contract and to purchase the stores from elsewhere at risk and costs of the Seller and the Seller shall be liable for any loss or damage which the purchaser may sustain in consequence of, or arising out of such risk purchase.

- 12.2 If the Seller is an individual or a proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the purchaser is satisfied that the legal representative of the individual Seller or the proprietor of proprietary concern and in the case of partnership, surviving partners are capable of carrying out and completing the Order/Contract, the purchase shall be entitled to cancel the Order/Contract as to its incomplete and without being in any way liable to payment of any compensation to the estate of Seller and/or to the surviving partners of the seller's/contractor's firm on account of the cancellation of the order/contract.
- 12.3 Terms and Conditions shall not get affected in case of merger/amalgamation/re-arrangement/takeover etc.
- 12.4 The decision of the purchaser that the legal representatives of the deceased Seller or surviving partners of the seller's/contractor's firm can not carry out and complete the order/contract shall be final and binding on the parties hereto.

13.0 FORCE MAJEURE

- 13.1 Notwithstanding anything contained in clause 6.0, if at any time, during the continuance of the Order/Contract the performance in whole or in part by either party, of any obligations under this Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of the purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto.
- 13.2 In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.
- 13.3 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall Project schedule and make alternative arrangements for completion of delivery and other schedules.

14.0 INDEMNIFICATION

Seller shall fully indemnify and keep indemnified the Purchaser against all claims of whatsoever nature arising during the course and out of the execution of this Order/Contract.

15.0 SETTLEMENT OF DISPUTES

- 15.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by purchaser, subject to written appeal by the Seller to the purchaser, whose decision shall be final.
- 15.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

- 15.3 The Seller shall continue to perform the Order/Contract, pending settlement of dispute(s).

16.0 ARBITRATION

- 16.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Seller in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or reenactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- 16.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

17.0 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

18.0 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

19.0 Language of tender/offer

All offers are required to be made in ENGLISH only. All amounts are to be filled in figures as well as words.

| List of BHEL units/ offices where coins are to be delivered | | | | Annexure C |
|---|----------------|--------------------------------|----------------|------------------|
| S.No. | City | Location | State | Quantity (Nos.)- |
| 1 | Tiruchirapalli | BHEL | TN | 8840 |
| 2 | Bhopal | BHEL, Piplani | MP | 7943 |
| 3 | Haridwar | BHEL, Ranipur | UA | 7329 |
| 4 | Hyderabad | BHEL, RC Puram | AP | 5636 |
| 5 | Ranipet | BHEL | TN | 2222 |
| 6 | Bangalore | BHEL, Mysore Road | Karnatka | 1847 |
| 7 | Jhansi | BHEL, Khailar | UP | 1748 |
| 8 | Bangalore | BHEL, Malleshwaram | Karnatka | 1036 |
| 9 | Noida | Sector 16A | UP | 952 |
| 10 | Hyderabad | BHEL, Vikas Nagar | AP | 832 |
| 11 | New Delhi | Siri Fort | New Delhi | 697 |
| 12 | Chennai | BHEL, Nandnam, Anna Salai | TN | 529 |
| 13 | Jagdishpur | BHEL | UP | 505 |
| 14 | New Delhi | Lodhi Road | New Delhi | 351 |
| 15 | Kolkata | BHEL, Salt Lake | Bengal | 229 |
| 16 | Varanasi | BHEL, Shivpur | UP | 158 |
| 17 | Nagpur | BHEL, Kingsway | Maharashtra | 110 |
| 18 | Mumbai | BHEL, Andheri(E) | Maharashtra | 93 |
| 19 | Goindwal | BHEL | Punjab | 92 |
| 20 | Bellary | KPCL | Karnatka | 69 |
| 21 | Mumbai | BHEL, WTC, Cuffe Parade | Maharashtra | 69 |
| 22 | Rudrapur | BHEL | UA | 61 |
| 23 | Kahalgau | Colgong STPPA, Bhalgaon | Bihar | 56 |
| 24 | Bakreshwar | Dist. Birbhum | Bengal | 52 |
| 25 | Vadodra | RC Dutt Road | Gujrat | 52 |
| 26 | Mejia | Dist Bakura | Bengal | 50 |
| 27 | Korba | ITI, Rampur | Chattis Garh | 46 |
| 28 | Rayalseema | Prodalltur | AP | 46 |
| 29 | Birsingpur | Pali, Dist Umana | MP | 45 |
| 30 | Sipat | STPP, Bilaspur | Chattis Garh | 45 |
| 31 | Vindhyachal | Dist Sidhi | MP | 45 |
| 32 | Chandrapura | DVC, Chandrapura | Jharkhand | 38 |
| 33 | Santalidih | Dist. Purulia | Bengal | 38 |
| 34 | Panipat | IOCL Complex | Haryana | 36 |
| 35 | Unchahar | NTPC complex | UP | 34 |
| 36 | Bhilai | BSP | Chattis Garh | 35 |
| 37 | Paricha | Dist. Jhansi | UP | 30 |
| 38 | Amarkantak | Dist. Anupur | MP | 28 |
| 39 | Bhatinda | GNDTPP | Punjab | 28 |
| 40 | Parli | MSEB, Parlivaijnath, Dist Beed | Maharashtra | 28 |
| 41 | Chandigarh | Sector 17C | UT | 27 |
| 42 | Luncknow | Gomati Nagar | UP | 26 |
| 43 | Simhadhri | NTPC | AP | 26 |
| 44 | Nagarcoil | Kudamkulam | TN | 25 |
| 45 | Dhuburi | Jajpur | Orissa | 24 |
| 46 | Angul | Bhushan Steel, NALCO | Orissa | 23 |
| 47 | Gurgaon | FG Road | Haryana | 21 |
| 48 | Patna | Dak Bungalow Road | Bihar | 21 |
| 49 | Raigarh | Station Road | Chattis Garh | 21 |
| 50 | Dhuvaran | Borsed, Dist. Anand | Gujrat | 19 |
| 51 | Rihand | NTPC complex, Dist. Sonbhadra | UP | 19 |
| 52 | Haldia | Haldia | Bengal | 18 |
| 53 | Neyveli | Neyveli | TN | 18 |
| 54 | Tehri | Tehri Town | UA | 17 |
| 55 | Giral | BHEL | Rajasthan | 14 |
| 56 | Bhubneshwar | Kalrvela Nagar | Orissa | 13 |
| 57 | Kuttiyadi | Dist. Unnikulam | Kerala | 11 |
| 58 | Paras | TPS, Balapur, Dist. Akola | Maharashtra | 11 |
| 59 | Vijaywada | Vijaywada | AP | 11 |
| 60 | Jabalpur | Narbada Road | MP | 9 |
| 61 | Ramagundam | Ramagundam | AP | 8 |
| 62 | Largi | Mandi | HP | 7 |
| 63 | Tarapur | NPC, Thane | Maharashtra | 7 |
| 64 | Dholpur | BHEL | Rajasthan | 6 |
| 65 | Gauhati | MG Road | Assam | 6 |
| 66 | Kaiga | Kaiga | Karnatka | 6 |
| 67 | Tala | Hashimara, Jalpaiguri | Assam | 6 |
| | | | Total : | 42500 |

ANNEXURE – 'D'

(Format for Bank Guarantee)

This Deed of Guarantee executed by the ----- (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business having its head office at ----- (hereinafter referred to as "the Bank") in favour of BHEL, New Delhi having its Corporate Office at BHEL House, Siri Fort, New Delhi-110049, (hereinafter referred to as BHEL) for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of (Seller's Name & address) ----- (hereinafter referred to as the "Seller").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. _____ (Rupees _____ only) and the Guarantee shall remain in force for a period upto _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by BHEL.

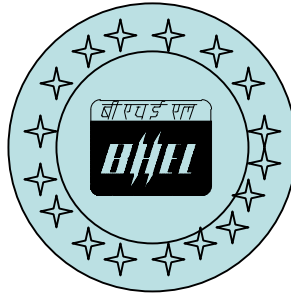
Whereas ----- (Seller's Name) having its head office at ----- has undertaken to supply the Gold Coins to BHEL as per the Tender Document dated _____ and subsequent modifications to the tender dated _____ (if applicable). And whereas the _____ (name & address of the Bank) has agreed to give on behalf of the Seller a guarantee, therefore the Bank hereby affirm that the Bank guarantees and are responsible to BHEL on behalf of the Seller up to a total amount of Rs. _____ (Rupees _____ only) and the Bank undertake to pay BHEL, upon its first written demand declaring the Seller to be in default under the Contract, and without cavil or argument, any sum or sums as specified by BHEL within the limit of Rs. _____ (Rupees _____ only) as aforesaid, without BHEL need to prove or show grounds or reasons for their demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE :

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Bank's liability under this guarantee is restricted to a sum of Rs. _____ (Rupees _____ only).
3. The Bank Guarantee will be valid for a period upto _____.
4. The Bank Guarantee will subsist till express instructions from BHEL to release the same are not received even after lapse of the period of validity. BHEL need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part / full sum under the guarantee to BHEL.

DATED AT THIS DAY OF
SEALED AND SIGNED BY THE BANK



To be embossed on either side of Gold Coin



Note : 999 **logo** 10gms gold,
here logo means **assayer logo**

Qualifying criteria for bidders:

Reputed bidders who meet the qualification criteria detailed below only should participate in the bid. The bidder:

- a) Shall be eligible for manufacture and/ or sale of Gold coins and must have a valid RBI authorization certificate (Copy to be enclosed)
- b) Shall have an annual turnover of Rs. 100 crores and above during each of the last 3 financial years as on 31/03/2006. (Certificate from CEO/ CFO to be attached).
- c) Shall have completed supply of minimum 20,000 numbers of Gold coins of which atleast 5000 nos. must be of 999 fineness and 15000 nos. of 995 fineness, in tamper proof packing, duly numbered and certified by assayer authorized by International organization, during the last 3 financial years. Details regarding customers, quantity supplied and execution time taken is to be furnished.