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TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1360

TENDER SPECIFICATIONS

FOR

**SUPPLY OF STRUCTURAL / TOR STEEL FOR KOSTI
TPP, SUDAN**

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**



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 – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515476 / 2515464 / 2515479
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Email: sku@bhelpsnr.co.in / msd@bhelpsnr.co.in

TENDER NO. BHEL/PSNR/SCP/MSDB/ E-1360

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
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Email: sku@bhel.com / msd@bhel.com

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL, Kosti Site in Sudan :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/MSDB/ E-1360	Supply of STRUCTURAL / TOR STEEL FOR KOSTI TPP, SUDAN as per specifications/quantities enclosed as per Annexure-I with tender enquiry. (Approx. Requirement-- 15900 MT)	26.04.2007 3.30 PM (IST)

Notes:

1. For detailed tender enquiry, please visit **BHEL web site** www.bhel.com
2. Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lacs only) from Indian bidders 'OR' US dollar 5000/- (US Dollar Five Thousand only) from foreign bidders. Tenders not accompanied with full EMD will not be considered.
3. All Govt. of India/ PSU/ State Govt. entities are exempted from submission of EMD.
4. Purchase Preference will be given to CPSUs as per Guidelines of Govt. of India.

AGM/SCP



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,
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NOTICE INVITING TENDER

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL, Kosti Site in Sudan :-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
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QUALIFYING REQUIREMENTS / PAST EXPERIENCE OF BIDDERS:-

- (i) The vendor should have sufficient experience (at least for 2 years) for producing & supplying of steel grades covered in this enquiry.
- (ii) Melting, rolling, heat treatment & testing facilities available with supplier shall be furnished for BHEL's evaluation.

NOTES:

1. The Quotation should be from Principal / Original Supplier, failing which the quotation is likely to be ignored. **The bidders shall enclose details/documents in support of 'QRs' given above in their technical bid (Part-I).** The offer shall be considered only from those vendors whose technical capability is found satisfactory.
2. The Tender Documents comprise of following;
 - (1) Commercial Terms & Conditions
 - (2) Scope of Supply—(Annexure-I)
 - (3) General Terms & Conditions of RA (Annexure-II)
 - (4) MODEL PRICE BID FORMAT FOR INDIAN BIDDERS
 - (5) MODEL PRICE BID FORMAT FOR Foreign BIDDERS
 - (6) Formats for execution of Bank Guarantees
 - (7) Rate Schedule
3. 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 (www.bhel.com)**.
4. 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 09.30 Hrs. to 12.30 Hrs within the period i.e **upto 26.04.2007**. Request for issue of tender document should clearly indicate Tender No. and work.

5. Tenders must be submitted to the undersigned at the address given above (Room No. 104) latest by **26.04.2007** before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. on **26.04.2007**. The part-II price bids will be opened at a later date of only those bidders whose techno-commercial bid has been found acceptable.
6. **Earnest Money Deposit (EMD)** : Refundable, Non-interest bearing **EMD of Rs. 2,00,000/- (Rupees Two Lacs only)** from Indian bidders or **US dollar 5000/- (US Dollar Five Thousand only)** from foreign bidders shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA. All Govt. of India/ PSU/ State Govt. entities are exempted from submission of EMD. The EMD shall be returned to the bidders within 20 days of finalisation of the tender.
7. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
8. **The port of delivery for these materials shall be Port of Sudan. Bidders shall quote their prices on C&F PORT OF SUDAN BASIS and accordingly the bids shall be evaluated on C&F PORT OF SUDAN BASIS.**
9. Any corrections shall be properly & fully authenticated with signature.
10. 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.
11. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. **BHEL may go for Reverse Auction with the bidders whose Techno-Commercial offers have been accepted by BHEL.**
12. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
13. Purchase Preference will be given to CPSUs as per Guide lines of Govt. of India.

AGM/SCP



ISO 9001-2000, ISO 14001
OHSAS 18001 and SA 8000
certified company

Sub-Contract and Purchase
Department.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

उप-संविदा एवं क्रय विभाग

पावर सेक्टर, उ. क्षेत्र, परिसर, प्लॉट नं. 25, सेक्टर-16ए, पोस्ट बॉक्स सं. 55, नोएडा-201301,
Power Sector-Northern Region, Plot no.25, Sector 16 A PB NO. 55,
NOIDA.201301(INDIA)

Ph : 0120-2515479 / 2515464 / 2515476 Fax 0120-2515464

sku@bhelnsr.co.in, msd@bhelnsr.co.in

COMMERCIAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFER

1.0 QUOTATIONS

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

Envelope I This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "**Part I - Technical and commercial bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Envelope II This sealed envelope should contain **price details**. This envelope should be clearly marked "**Part II - Price bid**", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

Both the envelopes (Part I & II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date as indicated in "Notice Inviting Tender" . Late offers will not be considered.

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

ADDITIONAL GENERAL MANAGER/SCP
BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
Power Sector-Northern Region,
Room No. 104, Plot no.25, Sector 16 A, PB NO. 55,
NOIDA –201301 (INDIA)

Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail. Offers should be in **ENGLISH**.

2.0 PART I (TECHNICAL & COMMERCIAL BID)

2.1 Technical

This part shall include / indicate the following :

2.1.1. Offer should contain complete scope of supply with all technical details,

specifications, delivery and other commercial terms and conditions.

2.1.2. **Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.

2.1.3. List of customers to whom same or similar grade of materials have been supplied to be enclosed in their Part-I offer.

2.1.4. Vendor shall submit Quality Plan/Manufacturing Plan for review and approval of BHEL.

2.1.5. In case of foreign bidder offer submitted through an Indian Company, the Principal's technical offer only should be enclosed.

2.1.6. Bidders shall indicate currency considered in their offer (Part-I).

2.2 Commercial

This part shall include / indicate the following :

2.2.1. Port of shipment / Station of despatch

2.2.2. Terms of payment

2.2.3. Taxes & duties applicable.

2.2.4. Delivery Schedule

2.2.5. Offer validity

2.2.6. Country of origin

2.2.7. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid **without the price details** to be enclosed.

3.0 PART II (PRICE- BID)

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part I.

4.0 OPENING OF TENDERS

The Part I - Technical & commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications, if any, required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

5.0 GENERAL

5.1. Incomplete offers will not be considered.

5.2 Fixed price: Bidders shall quote their Fixed Prices on C&F Port of Sudan basis. Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of execution of the Purchase Order. **Custom clearance and taking delivery at port of Sudan shall be in BHEL's scope.** Detailed procedure along with documents required for custom clearance shall be furnished at the time of placement of order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. **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 schedule period will entail cancellation of purchase order and forfeiture of earnest money (EMD) and / or purchase at the risk and cost of supplier.

Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. **Unit prices(Rate) shall be considered correct in the event of any discrepancy with regard to total price.**

5.3 Bid currency: Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in US DOLLARS, EUROS, BRITISH POUNDS OR YEN. **For evaluation of bids, the exchange rate shall be considered as 'T.T. selling rate', that of State Bank Of India on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered.**

5.4 Terms of Delivery: The materials are required at Kosti site progressively from May-2007 to July-2007. **Hence, bidders are to quote their best possible delivery schedule on delivery at port of Sudan basis.** Delivery shall be counted from the date of Letter of Intent/Order. In case deliveries quoted by the vendors are not suiting, BHEL shall have the option to reject the offer of the vendor.

5.5. Taxes and Duties : Bidders should quote their rates inclusive of all applicable taxes & duties on C& F Port of Sudan basis.

5.6. Validity : The offers shall be kept open for acceptance for **60 days (Sixty days)** from the date of opening of the tender (Part I).

5.7. Terms of Payment:

5.7.1. Indian Bidders

5.7.1.1. The payment terms are indicated below :

“90% of FOB Value shall be payable against dispatch documents (given below) & 10% of FOB Value along with ocean freight shall be payable within 30 days after receipt of material at Port of Sudan.”

5.7.2. Foreign Bidders

An Irrevocable Letter of Credit (L/C) shall be established for 100% order value (C&F Port of Sudan) and payments shall be released as follows;

5.7.2.1 90% of FOB Value shall be payable against dispatch documents (given below)

5.7.2.2 10% of FOB Value along with ocean freight shall be payable within 30 days after receipt of material at Port of Sudan.

Letter of Credit shall be opened through a branch of State Bank of India in the country where order shall be placed. In case, in the country where order is placed, State Bank of India does not exist, Letter of Credit will be opened through our bankers or as permitted by Government of India. Letter of Credit will not be confirmed by foreign banker. BHEL shall bear L/C opening charges with their (BHEL's) bankers and Charges for L/C amendment for reasons attributable to BHEL. All other charges including bank charges outside India shall be to supplier's account (Beneficiary) as per P.O.

The Set of Dispatch Documents shall comprises of following;

- (a) Beneficiary's Commercial Invoice – One original Plus two signed copies.
- (b) Full set of clean on board Bill of Lading – In-original
- (c) Packing list in original.
- (d) Certificate of country of origin issued by Chamber of Commerce.
- (e) Manufacturing Test Certificate of the Materials dispatched.
- (f) Pre-Shipment Inspection Certificate
- (g) Cert. to the effect that set of dispatch documents have been sent to Construction Manager, BHEL Site, Kosti TPP, Sudan.

5.8 Contract Execution Cum Performance Bank Guarantee (CEPBG): The successful tenderer shall furnish a Bank Guarantee for 5% of the Purchase Order value confirming that the order will be executed as per the terms and conditions of the purchase order and this should be valid till one month after completion of guarantee period. In case of foreign supplier, LC will be established only after receipt of CEPBG.

The Contract Performance Bank Guarantee shall be obtained from any one of the following banks that is a member bank in our consortium of banks.

- 1) State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) State Bank of Mysore, 5) Canara Bank, 6) Bank of Baroda, 7) Punjab National Bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12) ICICI Bank Ltd. ,13) IDBI Bank Ltd., 14) HSBC Ltd.

5.9 Liquidated damages : It is clearly understood among the parties to the contract that "**Time is the essence of the contract**". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of 1/2% of the value of delayed goods for each week of delay subject to a maximum of 10% of the order value. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of comparative statement (Evaluation).

5.10 Warranty/Guarantee: 12 months from the date of dispatch for bad workman ship & manufacturing defect.

5.11 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 of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss, which the Purchaser may sustain by reason of such risk purchases.

5.12 Indian Agent & Agency commission : No separate Indian agents commission will be payable. The bidder to confirm this specifically in their techno- commercial bid.

5.13 Warranty replacement: Any warranty replacement during the warrantee period shall be on FOR., BHEL, Kosti, Sudan basis.

5.14 Inspection & Testing: All goods are subject to BHEL/Third Party inspection either at your works or after delivery as may be agreed. The decision of BHEL shall be final.

5.15 Test certificates : The Bidders shall submit manufacturing test certificate of materials dispatched as a part of dispatch documents.

5.16 CENVAT credit: (for Indian Bidders only) : Not Applicable being an export order.

5.17 Packing: The Supplier shall arrange for packing suitably in all respects considering the peculiarity of the material involved for normal transport by sea / rail/ road and suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports.

5.18 BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.

5.19 Marine Insurance: To be arranged by BHEL

5.20 Consignee & Ultimate Consignee: The materials are required for BHEL Site at Kosti TPP, Sudan. The consignee shall be BHEL and ultimate consignee shall be " National Electricity Corporation, Sudan".

5.21 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 Indian Arbitration and Reconciliation Act, 1996 /the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris. The place of Arbitration shall be New Delhi(India).

5.22 Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

5.23 BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after technical evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

(A) 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.

(B) Acceptance of "General terms and conditions" governing RA, which are given as per Annexure-II of this NIT

ANNEXURE-I

SCOPE OF SUPPLY

SL NO	DESCRIPTION	TOTAL REQUIRED QTY (MT)
AA	STRUCTURAL STEEL	
1	STRUCTURAL STEEL GRADE A, IS:2062	
1.1	ISMB 400-600	250.0
1.2	ISMB 200-300	1450.0
1.3	ISMC 200-400	725.0
1.4	ISMC 75-150 0	225.0
1.5	ISA 130-200	275.0
1.6	ISA 50-110	525.0
1.7	ROD 40MM	5.0
1.8	FLAT 25-40 MM WIDE	25.0
1.9	6 /8 MM THK CHQD. PLATE (IS 3502)	250.0
	TOTAL QTY STRUCTURAL STEEL GRADE A, IS:2062	3730.0
BB	HIGH STRENGTH DEFORMED STEEL BARS OF GRADE Fe 415 TO IS - 1786	
1.1	8mm -12 mm Diameter	3150
1.2	16-25 mm Diameter	6000
1.3	28-32 mm Diameter	3000
	TOTAL QTY HIGH STRENGTH DEFORMED STEEL BARS OF GRADE Fe 415 TO IS - 1786	12150
CC	MS BLACK PIPE - 32 NB (M) TO IS 1239	30.0

Note:- QUANTITY TOLERANCE ALLOWED +/- 5% ON TOTAL QUANTITY AND +/- 10% ON EACH SIZE

GENERAL TERMS AND CONDITIONS OF RA

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may 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 to the vendor in writing, in case of reverse auction along with 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 (As applicable) 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.

MODEL PRICE BID FORMAT FOR INDIAN BIDDERS

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No.	Description of item	Unit	Quantity	Rate in Rs	Value in Rs
	The price indicated shall be item wise as given in the scope of supply.				
	FOB Indian Port Price				
	Ocean Freight charges from loading Indian Port to Port of Sudan				
	Total C&F Price				

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

MODEL PRICE BID FORMAT FOR FOREIGN BIDDERS

Enquiry No. & Date:

Bidder's Offer No. & Date:

Sl No.	Description of item	Unit	Quantity	Rate in (indicate Currency of Quote)	Value in ((indicate Currency of Quote)
	The price indicated shall be as given as the scope of supply.				
	FOB Value (indicate the name of the Port)				
	Ocean Freight charges from loading Port to Port of Sudan				
	Total C&F Price				

The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"

Formats for execution of Bank Guarantees:

- 2) **Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (State Bank of India, 2) State Bank of Hyderabad, 3) State Bank of Travancore, 4) State Bank of Mysore, 5) Canara Bank, 6) Bank of Baroda, 7) Punjab National Bank, 8) Deutsche Bank, 9) HDFC Bank, 10) Standard Chartered Bank, 11) Citi Bank, 12) ICICI Bank Ltd. ,13) IDBI Bank Ltd., 14) HSBC Ltd).**

A. CONTRACT EXECUTION BANK GUARANTEE

This deed of guarantee made thisday of200.. by the in favour of **Bharat Heavy Electricals Limited (A Govt. of India Undertaking)**, having its registered Office at New Delhi with its Unit Office at Power sector-Northern Region, NOIDA, Distt. Gautam Budh Nagar (UP), (Hereafter called the first party).

Whereas M/s..... having its registered office at (hereafter called the contractor) have entered in to contract with the first party for the supply of..... vide purchase order No dated

And whereas the contractor M/s have approached the for a guarantee and at their request and in consideration of the arrangement arrived at between the contractor and the BHEL the said has agreed to give such guarantee as herein after mentioned to the aforesaid first party.

Now therefore, these present witness that we the do hereby undertake to the first party a sum of Rs (Rupees only) without demur/on demand being made by the said first party and to keep the first party indemnified to the extent of Rs (Rupees only) by virtue of this guarantee against any breach in execution of contract without giving prior information to the party of the same (the decision in this respect being solely the discretion of the first party). We further undertake to pay the aforesaid amount in the lump sum on demand without demur or such part thereof as the first party may demand from time to time, irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any court tribunal of arbitration proceedings or before any authority.

The aforesaid guarantee will remain in full force and we shall be liable under the same irrespective of any concession for time being granted by the said first party to contractor M/s in or for fulfilling the said agreement between the contractor M/sand the first party and the guarantee will remain in full force tillirrespective of any change of terms, conditions or stipulation or any variations in the terms of said agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

Further we shall not be released from this guarantee by any forbearance or the exercise or non exercise of any of the power or rights under the said agreement by the said first party against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any power or rights, modifications

or changes made in the said agreement or concessions shown to contractor M/s by the first party is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation of winding up or insolvency of or change in the constitution of the contractor M/s but shall in all respects and for all purposes binding and operative until all payments of all moneys dues or that may hereafter become due to the said first party is paid in respect of any liability or obligation for the contractor under this guarantee subject to however that the first party shall have no right under this guarantee after expiry of six months from the date of completion of the contract unless this guarantee is extended by mutual agreement.

And lastly we undertake not to revoke this guarantee during its currency except with the previous consent of the first party in writing. The hereby declares that it has power to issue this guarantee under the Company's memorandum and article of association and the undersigned has full power to do so on its behalf under the power of attorney dated granted to him by the proper authorities of the Company.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs (Rupees..... only). Our guarantee shall remain in force till unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against within 6 months from the date, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liability there under.

Dated..... theby its constituted attorney.

Signed for and on behalf of the Bank

B. 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 unit "Power sector-Northern Region, NOIDA, Distt. Gautam Budh Nagar (UP)", (hereinafter called "the Company") having entered into a contract with hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No:

dated between BHEL, PSNR, NOIDA and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rs for 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 be taken 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 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 of 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.

In witness whereof we (indicate the name of Bank)
have hereunto set out Bank Seal the Day month 200.

Signed for and on behalf of the Bank

RATE SCHEDULE

SL NO	DESCRIPTION	TOTAL REQUIR ED QTY (MT)	RATE	TOTAL FOB AMOUNT
AA	STRUCTURAL STEEL			
1	STRUCTURAL STEEL GRADE A, IS:2062			
1.1	ISMB 400-600	250.0		
1.2	ISMB 200-300	1450.0		
1.3	ISMC 200-400	725.0		
1.4	ISMC 75-150 0	225.0		
1.5	ISA 130-200	275.0		
1.6	ISA 50-110	525.0		
1.7	ROD 40MM	5.0		
1.8	FLAT 25-40 MM WIDE	25.0		
1.9	6 /8 MM THK CHQD. PLATE (IS 3502)	250.0		
	TOTAL PRICE FOR STRUCTURAL STEEL GRADE A. IS:2062 (AA)	3730.0		
BB	HIGH STRENGTH DEFORMED STEEL BARS OF GRADE Fe 415 TO IS - 1786			
1.1	8mm -12 mm Diameter	3150		
1.2	16-25 mm Diameter	6000		
1.3	28-32 mm Diameter	3000		
	TOTAL PRICE FOR HIGH STRENGTH DEFORMED STEEL BARS OF GRADE Fe 415 TO IS - 1786	12150		
CC	MS BLACK PIPE - 32 NB (M) TO IS 1239	30.0		
TOTAL PRICE(FOB) FOR "AA, BB & CC"				
Ocean Freight charges from loading Port to Port of Sudan				
TOTAL C&F PORT OF SUDAN PRICE				

NOTES:-

- Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices(Rate) shall be considered correct in the event of any discrepancy with regard to total price.
- Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in US DOLLARS, EUROS, BRITISH POUNDS OR YEN.
- For evaluation of bids, the exchange rate shall be considered as 'T.T. selling rate', that of State Bank Of India on the date of Technical bid opening. In case of Holiday, rates for previous day shall be considered.