

ANNEXURE 1

TENDER

(Here in after called as Company/Corporation)

I/We have read and examined the following documents relating to the reconditioning of machine tools as per Annexures.

- A - Notice inviting tender
- B - Specifications of the machine
- C - Proforma for B/G Annexure- 1 A
- D - Physical examination of Machine tool

I/We hereby tender for the execution of the reconditioning & retrofitting work referred to in Annexure-I and in NIT on the terms and conditions to there in at a cost of Rs.(in words) cost shall be quoted against the machine tool which the party proposes to undertake for reconditioning & retrofitting, in Annexure-I and II, or at such cost as may be fixed after mutual consent on negotiations.

In consideration of I/We being inviting to tender I/We agree to keep the tender open for acceptance for 120 days from the due date of submit there of and not to make any modification in it's terms and conditions which are not acceptable to the company/corporation. Should this tender be accepted I/We hereby agree to abide by and fulfil all terms and conditions and provisions of the aforesaid documents.

A sum of Rs. (in words) rupees with respect to the machine is hereby forwarded in cash/ treasury challan/Bank guarantee or Fixed deposit at call receipt of any nationalised/schedule Bank of India as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the company/remedy be at liberty to forfeit the said earnest money absolutely, should this tender be accepted, I/We hereby agree to abide by and fulfil all terms and conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/we fail to commence the execution of the work as provided in the condition I/We be agree that the company/ corporation shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

(Signature)

Incapacity of -----

Duly authorised to sign the tender on behalf of M/s

Witness

Address

ANNEXURE 1A

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT.

This deed of guarantee made this _____ of _____ 2009 by _____ Bank Ltd., in favour of Bharat Heavy Electricals Ltd., Piplani, Bhopal -462 022 having its registered office at BHEL Bhavan, Siri Fort, New Delhi 110 049 (here in after called the company).

Whereas M/s _____ (here-in-after called the contractor) have submitted a tender for _____ in response to tender specification No. _____ (here-in-after called the said tender documents) of M/s Bharat Heavy Electricals Ltd., Piplani, Bhopal - 462 022 and where as the said tender documents provide that the bidder shall pay a sum of Rs. _____ (Rupees _____) towards earnest money deposit, to be made in the form and manner there in specified.

And where as bidder _____ have approached _____ Bank limited and at their request and in consideration of the arrangement arrived at between the said bidder and the said Bank, the said bank has agreed to give such guarantee as here in after mentioned to aforesaid company.

Now, therefore, these present witness that the Bank Limited by the hand of Shri _____ its lawfully and duly constituted attorney, do here by undertake to pay the aforesaid company a Sum of Rs. _____ (Rupees _____) on demand being made by the said company and to keep the said company indemnified to the extent of Rs. (Rupees _____) by virtue of this guarantee against any loss or damage caused to or suffered by the said company by reason of any breach by the aforesaid bidder of any terms, condition, stipulations, undertakings any one of them contained in the said tender documents, and for payment of any money or moneys payable by the said bidder to the said company under the terms and conditions of the said tender documents (the decision regarding the breach, loss damage or payment due being solely in the discretion of the said company). We further undertake to pay the aforesaid amount in a lumpsum of demand irrespective of the fact whether the said bidder admits or denies such claims or questions its correctness in any court tribunal or arbitration proceedings before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same, irrespective of any concession or time being granted by the said company to the bidder in or for Fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any various in the terms of the said tender documents irrespective of whether notice of such change and or variation is given to us or not and claim to receive such notice of any change and or variation of terms and or conditions of the said tender documents, is hereby specifically waived by us. Further we shall not be released from this guarantee by any of forbearance or the exercise or non-exercise of any of the powers or rights under the said tender documents by the notice of such forbearance or the exercise or non-exercise of any of the powers or rights under the said tender documents ;by the said company against the tender irrespective of whether notice of such forbearance, enforcement or non enforcement of any power or rights modification or changes made in the said tender documents or concessions shown to the bidder by the company is given to us or not.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the bidder but shall in all respects and for all purposes be binding and operative until payments of all moneys due or that may here after become due to the said company in respect of any liability or obligation of the bidder under the said document.

We the said Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the tender and execution of agreement therefore, and that it shall continue to be enforceable till the company certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said bidder and accordingly discharge the guarantee.

Any claim or dispute arising under the terms of these documents shall only be enforced or settled in the courts at Bhopal only.

Any lastly the _____ Bank undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

The Bank hereby declares that it has power to issue this guarantee under the Bank's memorandum and Article of Association and undersigned has full powers to do so on its behalf under the power of attorney dated. _____ granted to him by the proper authorities of the Bank.

Dated _____ the _____ day of _____ Bank by its constituted attorney.

(Signature of the person duly
authorised to sign on behalf of the Bank)