



ISO 9001:2000
&14001:2004
NAVARATNA
COMPANY

सामग्री प्रबन्धन (क्रय विभाग)
MATERIAL MANAGEMENT (PURCHASE)
सेन्ट्रल फाउन्ड्री फोर्ज प्लान्ट, भारत हेवी इलेक्ट्रिकल्स लिमिटेड
CENTRAL FOUNDRY FORGE PLANT, BHEL HARDWAR
रानीपुर, हरिद्वार (भारत)
RANIPUR, HARIDWAR (INDIA) – 249403
Phone No. +91-1334-281639/284548, FAX No. 225892
e-mail rohit_v@bhelhwr.co.in

M/S

Sub: Tender Enquiry No. 4513/P/351/8/1545L/1 dt. 25/05/2009 due on 25/06/2009 at 2.00 PM.

Dear Sir,

We are pleased to invite offer as per enclosed specifications, drawings with terms and conditions in sealed covers for the under mentioned items.

SI No	Tender No	Description of Material	Qty MR	Date & Time of Opening
01	4513/P/351/8/1545L/1	M.S. Pipe 8 mm Medium Class (Wall thk. 2.3 mm MS Pipe 8 mm dia (Nominal Bore) for Lancing purposes in Steel Melting Shop specn. 05048 Rev.03	100000	25/06/2009 at 2.00 P.M.
02	4513/P/351/8/1545L/1	M.S. Pipe 20 mm Specification dia 20 mm NB (Medium Class) as per IS:1239 Part I, screwed at both ends to IS:554, threaded at both ends socketed at one end and the other end protected, ISI marked and length 6-7 meters	35000	25/06/2009 at 2.00 P.M.

KINDLY READ TERMS AND CONDITIONS. OFFER NOT IN ACCORDANCE WITH THE INSTRUCTIONS IS LIABLE TO BE DISQUALIFIED AND OR IGNORED.

PLEASE VISIT www.bhel.com or www.bhelhwr.co.in for more details and tender documents.

Please also down load Vendor Registration Form and submit same dully filled.

Thanking You,

Yours Faithfully,
For & On behalf of CFFP BHEL Hardwar

(Rohit Varshney)
Executive (Pur)
CFFP/BHEL, Hardwar
(INDIA)

Note: Corrigendum if any shall not be published, kindly refer web for any changes.



AA-17001

निविदा सूचना
TENDER ENQUIRY

भारत हेवी इलैक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd

सेन्ट्रल फाउन्ड्री फॉर्ज प्लांट - हरिद्वार - २४६४०३ (भारत)

Central Foundry Forge Plant, Haridwar-249403 (INDIA)

Phone : (0091) 01334-285356, 285326

Fax : 01334-225892/226458

UPIT NO. HR-0041496 Dt. 01-04-1994
C S T NO. HR-5018287 Dt. 16-03-1995

निविदा सूचना सं. ENQUIRY NO.*	4513/P/351 /8/15451/1	दिनांक Date	25.05.2009
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

ENQUIRY DUE DATE: 25.06.2009

Vendor Code: T09285

To,

BHEL Phone: 01334-285336

FAX: 01334-225892

INDIA

Attn:

SL NO	MATERIAL CODE MATERIAL DESCRIPTION	UNIT	TOTAL QTY	DELIVERY LOT QTY	SCHEDULE DELY_DT
1	FF1041097018 MS PIPE 8 MM DIA(NOMINAL BORE) FOR LANCING PURPOSES IN STEEL MELTING SHOP SPEC: FF 05048 REV 03 MEDIUM CLASS (WALL THK. 2.3MM) DIM : S X	MR	100000	1 20000 2 20000 3 20000 4 20000 5 20000	at the earliest at the earliest before 15.07.2009 before 15.09.2009 before 15.11.2009
2	FF1041092024 M.S.PIPE SPECIFICATION : DIA. 20 MM NB (MEDIUM CLASS) AS PER IS:1239 PART I, SCREWED AT BOTH ENDS TO IS:554, THREADED AT BOTH ENDS, SOCKETED AT ONE END AND T HE OTHER END PROTECTED, ISI M ARKED, AND LENGTH - 6-7 METRE S.(FOR OXYGEN LANCING IN STEEL MAKING). DIA. 20 MM DIM : S	MR	35000	1 10000 2 10000 3 10000 4 5000	at the earliest at the earliest before 15.07.2009 before 15.09.2009

- 1 This enquiry is 2 part tender. Techno-Commercial bid (Part - 1) and Price Bids (Part-2) should be submitted in separate envelopes. These two envelopes should be submitted in a common sealed envelope.
- Techno-Commercial Bid shall contain detailed Technical Specification, Drawing, Technical documents, Catalogues, taxes & duties, payment terms, delivery period, Validity of offer, Replica of Price Bid (Copy of price bid without price part) etc. The confirmation to the special terms & conditions must be submitted alongwith Techno-Commercial bid.
- Price bid (Part - 2) shall contain only prices.

-----contd.-----

* महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।



निविदा सूचना
TENDER ENQUIRY

भारत हेवी इलैक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd
सेन्ट्रल फाउन्ड्री फॉर्ज प्लांट - हरिद्वार - २४६४०३ (भारत)
Central Foundry Forge Plant, Haridwar-249403 (INDIA)

Phone : (0091) 01334-285356, 285326

Fax : 01334-225892/226458

UPPT NO. HR-0041496 Dt. 01-04-1994
CST NO. HR-5018287 Dt. 16-03-1995

निविदा सूचना सं. ENQUIRY NO.*	4513/P/351 /8/1545L/1	दिनांक Date	25.05.2009
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कृपया निम्नलिखित के लिए निविदा दें। PLEASE QUOTE FOR THE FOLLOWING :

- 2 TEST CERTIFICATE REQUIRED AS PER SPECIFICATIONS.
- 3 GUARANTEE CERTIFICATE REQUIRED AS PER SPECS. ALONGWITH DESPATCH DOCUMENTS
- 4 BASIC RATES, TAXES, DUTIES AND OTHER CHARGES MUST BE SPECIFIED SEPERATELY.
- 5 CONFIRMATION IS REQUIRED THAT CENVATABLE DUPLICATE COPY OF TRANSPORTER INVOICE SHALL BE PROVIDED FOR AVAILING CENVAT BENEFIT.
- 6 INSPECTION SHALL BE CARRIED OUT AFTER RECEIPT OF MATERIAL IN CFFP.

M.S. PIPE 8 MM

- DELIVERY 20000 MR - WITHIN 20 DAYS OF P.O.
20000 MR - WITHIN 40 DAYS OF P.O.
20000 MR - WITHIN 60 DAYS OF P.O.
20000 MR - WITHIN 80 DAYS OF P.O.
20000 MR - WITHIN 100 DAYS OF P.O.

M.S. PIPE 20 MM

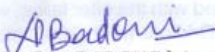
- DELIVERY 10000 MR - WITHIN 20 DAYS OF P.O.
10000 MR - WITHIN 40 DAYS OF P.O.
10000 MR - WITHIN 60 DAYS OF P.O.
5000 MR - WITHIN 80 DAYS OF P.O.

PLEASE QUOTE FOR - DESTINATION ONLY.

WE MAY OPT. REVERSE AUCTION. ACCEPTANCE MUST BE SUBMIT WITH TECHNICAL BID.
DELIVERY IS TENTATIVE AND MAY BE RESCHEDULE AS PER REQUIREMENT

- ** Please submit authorization letter (format enclosed) for facilitating e-payment/electronic transfer of funds
- ** 100% payment within 30 days after receipt & acceptance of material at CFFP BHEL, Haridwar through e-payment.
- ** CFFP/BHEL Reserves the right to procure from more than one vendor.


For BHARAT HEAVY ELECTRICALS LIMITED



(L.P. BADONI)
EXECUTIVE (PUR)

You may contact the signatory at email: shantanu@bhelhwr.co.in

* महत्वपूर्ण : कृपया कोटेशन देने से पूर्व पीछे दिए गये अनुदेशों को ध्यानपूर्वक पढ़िये।

IMPORTANT : PLEASE READ CAREFULLY THE INSTRUCTIONS GIVEN ON REVERSE BEFORE QUOTING

FROM: TO: DATE: SUPERSEDES INVENTORY NO. THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHEL & IS NOT TO BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DISSEMINATED TO ANY SUBSIDIARY OF THE COMPANY		संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी. - हरिद्वार) CONTROLLED COPY PLANT PURCHASE SPECIFICATION (CFFP - HARDWARE)	FF 05048 Rev 03 पृष्ठ का Page 1 of 3																
MS PIPE 8 mm DIA																			
1. GENERAL This specification governs the requirements of MS Pipe 8 mm Dia. (Nominal Bore)																			
2. PROPERTIES <ul style="list-style-type: none"> a) Dia 8 mm NB (Medium Class) as per IS-1239 part I thickness 2.3 mm hydraulically tested to 100-500 PSI, threaded at both ends, socketed at one end and the other end protected and length 6-7 meters. b) Dia 8 mm NB (Heavy Class) as per IS-1239 part I thickness 2.9 mm hydraulically tested to 100-500 PSI, threaded at both ends, socketed at one end and the other end protected and length 6-7 meters. 																			
3. COMPLIANCE WITH NATIONAL STANDARDS The specification is generally based on IS 1239 Part I (Heavy & Medium class).																			
4. SAMPLING AND METHOD FOR ANALYSIS As agreed between supplier and CFFP. BHEL or specified in the purchase order.																			
5. INSPECTION <ul style="list-style-type: none"> • CFFP/BHEL reserves the right to inspect the material at supplier's works before dispatch and hence prior intimation regarding readiness of material for inspection to be given. • Acceptance of the material will be based on final inspection & testing at CFFP and the decision is final and binding on the vendor. • If the material does not conform to the specification the same shall be replaced ^{free} of cost by the vendor. 																			
6. CLEARANCE FOR DELIVERY <ul style="list-style-type: none"> 6.1 For any deviation from this specification prior approval of CFFP shall be taken by the supplier. 6.2 The clearance does not release the supplier from the responsibility for any non-conformance detected later on. 																			
एम.पी.सी. एवं गोपनीयता प्रतीक : १ १. इस दस्तावेज में उल्लिखित सभी विवरणों का उपयोग केवल केवल के लिए है। २. इस दस्तावेज में उल्लिखित सभी विवरणों का उपयोग केवल केवल के लिए है।		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">RMI</td> <td style="width: 15%;">K. B. SUBRAMANYAM</td> <td style="width: 15%;">NAME</td> <td style="width: 15%;">SIGNATURE & DATE</td> </tr> <tr> <td>MPIC</td> <td>RANJAN KUMAR</td> <td>WORKED BY</td> <td>GAURAV KUMAR</td> </tr> <tr> <td>QM</td> <td>B. RAHA</td> <td>CHECKED BY</td> <td>S. V. S. NARAYANA</td> </tr> <tr> <td>AGREED DEPT</td> <td>NAME</td> <td>DATE & SIGNATURE</td> <td></td> </tr> </table>		RMI	K. B. SUBRAMANYAM	NAME	SIGNATURE & DATE	MPIC	RANJAN KUMAR	WORKED BY	GAURAV KUMAR	QM	B. RAHA	CHECKED BY	S. V. S. NARAYANA	AGREED DEPT	NAME	DATE & SIGNATURE	
RMI	K. B. SUBRAMANYAM	NAME	SIGNATURE & DATE																
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AGREED DEPT	NAME	DATE & SIGNATURE																	
संस्थान मानक समिति APPROVED : PLANT STANDARDS COMMITTEE		तैयार : SMS PREPARED : SMS																	
जारी : SMS ISSUED : SMS		तारीख : 05/04/07 DATE 05/04/07																	

SUPERSEDES INVENTORY NO भारतीय विद्युत नियंत्रण बोर्ड भारतीय विद्युत नियंत्रण बोर्ड		संस्थान क्रय विनिर्देश (सी.एफ.एफ.पी - हरिद्वार) CONTROLLED COPY PLANT PURCHASE SPECIFICATION (CFFP - HARDWAR)		FF 05048 Rev 03									
				पृष्ठ का Page 2 of 3									
COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHEL Heavy Electrical Limited. It must not be used directly or indirectly in any manner without the written consent of the company.	7. TEST CERTIFICATE The supplier shall furnish two copies of test certificates, containing the following for the material:-												
	7.1 BHEL Reference 7.1.1 Material Specification. 7.1.2 Purchase Order No. 7.2 Supplier Reference 7.2.1 Supplier's name or emblem. 7.2.2 Lot No. against lot no. 7.2.3 Chemical Composition C, Mn, S, P against the P.O. along with Batch No/Serial No if any. 7.2.4 Certification regarding conformance of the material to the specification. The chemical composition of the pipes shall be as mentioned under: <table border="1"> <thead> <tr> <th>Element</th> <th>% Max</th> </tr> </thead> <tbody> <tr> <td>Carbon</td> <td>0.2 ± 0.02</td> </tr> <tr> <td>Manganese</td> <td>1.3 ± 0.04</td> </tr> <tr> <td>Sulphur</td> <td>0.04 ± 0.005</td> </tr> <tr> <td>Phosphorus</td> <td>0.04 ± 0.005</td> </tr> </tbody> </table>				Element	% Max	Carbon	0.2 ± 0.02	Manganese	1.3 ± 0.04	Sulphur	0.04 ± 0.005	Phosphorus
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स्वामित्व और गोपनीयता इस दस्तावेज़ में दी गई जानकारी BHEL भारतीया विद्युत नियंत्रण बोर्ड की संपत्ति है। इसे बिना लिखित अनुमति के किसी भी प्रकार से प्रयोग नहीं किया जाना चाहिए।	8. PACKING AND MARKING The material may be supplied loose or in suitable bundles with identification tags.												
	Date: 05.06.2007 <table border="1"> <tr> <td>निर्माता द्वारा WORKED BY</td> <td>GAURAV KUMAR</td> <td>Gaurav 5/6/07</td> </tr> <tr> <td>जांचकर्ता CHECKED BY</td> <td>S.V.S.NARAYANA</td> <td>S.V.S.NARAYANA 5/6/07</td> </tr> </table>				निर्माता द्वारा WORKED BY	GAURAV KUMAR	Gaurav 5/6/07	जांचकर्ता CHECKED BY	S.V.S.NARAYANA	S.V.S.NARAYANA 5/6/07			
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जांचकर्ता CHECKED BY	S.V.S.NARAYANA	S.V.S.NARAYANA 5/6/07											

BHEL	PLANT PURCHASE SPECIFICATION	FF 05048
	C.F.F.P. HARDWAR	PAGE: 3 OF 3

REVISION RECORD SHEET

S. No.	Revision No.	Revision date	Nature of Changes
01.	02	15.03.2005	➤ Clause 3, 4 changed as "Medium Class" in place of "Light Class".
02.	03	05.06.2007	➤ Clause 7 added. ➤ Clauses 1,3,4,7 and 8 modified.

ISSUED:	SMS TECHNOLOGY	WORKED	Ganesh 5/6/07
REVISION	03	DATE: 05/06/07	CHECKED
AGREED	PLANT PUR. SPEC.COMMTTEE	APPROVED	P.P.S.C

GENERAL TERMS AND CONDITIONS OF TENDER ENQUIRY
ANNEXURE-A

1. Submit the tender in two parts i.e.

Part-I Techno-Commercial Bid

Part-II Price Bid

Techno-Commercial (part one) & Price Bid (part two) should be put in separate sealed envelopes. Both envelopes should be super scribed with **Tender Number, Date of Opening & Technical / Commercial Bid and Price Bid** respectively along with name of firm.

Both the envelopes i.e. containing Techno-Commercial Bid and Price Bid should again be kept in one envelope super scribed again with Tender No. and Date of Opening and the name of firm submitting the tender and sent by Registered A/D post to **AGM(MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur ,Hardwar 249403.Uttarakhand ,India**

Part-I Envelopes super scribed with **Techno-Commercial Bid** must contain all information especially:-

(a) Specification of the material offered should be strictly as per CFFP/BHEL specifications of Enquired material in tender documents. **Deviations if any must be indicated clearly in the offer . Rates to be quoted on For Destination Basis.**

(b) All commercial terms i.e. packing, forwarding, Custom Duty ,Additional Duty ,ST/STT/VAT/CST, Excise duty/CVD , Bank Charges, payment terms & Insurance etc as applicable should be clearly mentioned **except Price** .Also mention present rate of applicable taxes & duties even if inclusive in rates.

(c) Confirm to submit all required commercial documents (tax invoice, CENVATable duplicate copy of invoice, packing list, transit sale agreement etc.)& technical documents (TC/GC/QP etc.)

(d) Registration Numbers of SSI, Central Excise, Sales tax, Income tax, DGS & D, ECC etc.

(e) **Un-priced copy of Price Bid.**

Part-II Envelopes super scribed with **Price Bid** should contain **priced copy of Price Bid**. The price should be mentioned both in **figures and words**.

2. Authorized Signatory should authenticate all tender documents.

3. **Techno-commercial bid (Part-I)** will be opened on the due date at 2.00 PM. In the presence of participating vendors or authorized representatives, who may wish to be present. Representative deputed to witness tender opening must produce an authority letter from the signatory of offer. After evaluation of technical bids & finalization of technical, commercial terms & condition, price bid of only successful vendors will be opened. Priced bid opening date will be intimated separately.

4. The material offered must conform to the required BHEL specifications and drawings as well as instructions and details made available .

5. **Eligibility :**

For new vendors quoting for this item, Vendor Registration form duly filled must be submitted alongwith the offer Vendor Registration Form can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in.

6. **Original Test Certificate & other related Documents** from the Manufacturers or Government or Recognized Houses shall have to be produced as applicable without any extra cost. This may please be clearly confirmed in the quotation without which the offer may not be considered.

7. **Validity** of offers should be minimum of **45 working days** from the date of Tender (Techno-Commercial Bid) opening.

8. **Delivery** in the promised period is the essence of contract. Confirm to supply according to delivery schedule mentioned.

9. **Payment Term** 100% Payment within 30 days after receipt and acceptance of material at CFFP through e-payment. For foreign vendor payment through LC is acceptable. However payment through LC to be given on 70th day of bill of lading date and on submission of security deposit (refer clause 17). All bank charges to the a/c of vendor.
10. CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.
11. Tenders not submitted in the prescribed manner are likely to be ignored/ rejected.
12. **Agent /Agency Commission:** Payment of any kind at any stage will not be made to Agent on account of agent commission or otherwise by CFFP BHEL Hardwar.
13. CFFP, BHEL, HARIDWAR may opt for **E-auction/Reverse auction** for obtaining best prices for part or full Tendered Quantity. BHEL also reserve the right to negotiate price with L1 vendor after reverse auction.
14. Please do intimate the personal contact details like Mobile Number, Email-Id, etc of authorized executive for correspondence.
15. **Penalty** : Orders placed against this Enquiry will be subject to normal clauses for imposing Penalty, Liquidated Damages, Risk purchases, cancellation ,arbitration as per terms and conditions of Tender Enquiry and Purchase Orders in case of delay in effecting supply and or other defaults .
16. **Inspection** :CFFP BHEL Hardwar inspection after receipt shall be final and binding . BHEL may inspect at Vendor's work also. BHEL may nominate any testing house for inspection .The report shall be final and binding to both concerned .In case store is found defective during warranty period ,the same will be returned for repair (if not possible in India by Vendor) and or replacement .For this Vendor has to bear all the charges such as Freight ,i.e. to and fro ,insurance etc .Bank Guarantee for the equal amount to the cost of the item is to be furnished by Vendor. In case the repair is done at CFFP/BHEL the amount on actual shall have to be reimbursed by the Vendor and or adjusted on actual from their Bill.
17. **Security Deposit:** For foreign vendor seeking payment through LC, security deposit of 10% LC value is to be submitted. Security deposit must be submitted as per BHEL format attached and issued from one of the consortium bank (list attached) and should be valid upto 70th day from bill of lading date.
18. **Disputes** : In event of any dispute arising out of Contractual obligation ,the order being finalized at Hardwar ,India will be subject to Indian Laws and falls under jurisdiction of the Court of Law at New Delhi ,India .The overseas supplier hereafter referred to as "Vendor" shall therefore ,abide by the verdict of Court of Law at Hardwar ,India as may occur .

-OR-

All disputes arising out of or in connection with the present contract ,if any ,shall be finally settled under the rules of arbitration of International Chamber of commerce by one or more arbitrator appointed in accordance with the said Rules in India .

19. BHEL reserve the right to place P.O. for part / full qty and on one or more than one sources.

AUTHORISATION LETTER
FOR E-PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT/RTGS)
PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY

TYPE OF REQUEST (Tick One)

☐

CREATE

☐

CHANGE

BHEL Vendor/ Supplier Code

Company's Name

Address

City

Pincode

State

Contact Person(S)

Telephone NO.

FAX. No.

e-mail id

1. Bank Name

2. Bank Address

3. Bank Telephone No.

4. Bank Account No.

5. Account Type.

6. Bank's Branch Code

7. Bank Swift Code

(aplicable to EFT only)

8. Enclose blank cancelled cheque

DECLARATION

1. I as representative/Owner of the above named company, hereby authorize BHEL CFFP, Ranipur, Haridwar to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.

(2) If the transsation is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/transfereing Bank responsible.

3. This authority remains in full force untill BHEL, CFFP, Ranipur, Haridwar receives & acknowledge written notification requesting a change or cancellation.

4. I have read the contents of the covering letter and agree to discharge the responsibilty expected of me as a participant under E-payment/EFT/RTGS.

Date:

Authorized Signatory

Designation

Company Seal

ANNEXURE II

LIST OF CONSORTIUM BANKS:

- | | |
|---|---|
| 1. State Bank of India
CAG Branch,
10-th Floor, Vijaya Building,
Barakhamba Road,
New-Delhi-110001 | 10. HDFC Bank Ltd
5 th Floor, HT House,
K G Marg,
New-Delhi-110001 |
| 2. Canara Bank
74, Janpath,
New-Delhi-110001 | 11. CITI Bank N A
Jeevan Vihar Building,
Sansad Marg,
New-Delhi-110001 |
| 3. Punjab National Bank
74, Janpath,
New-Delhi-110001 | 12. Standard Chartered Bank
H2 Block, Connaught place,
New-Delhi-110001 |
| 4. Bank of Baroda
Corporate Banking Branch,
11 th Floor, BOB Building,
Sansad Marg,
New-Delhi-110001 | 13. ICIC Bank Ltd.
ICIC Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi 110003 |
| 5. Deutsche Bank
Tolstoy Marg,
New-Delhi-110001 | 14. IDBI Bank Ltd.
19, K G Marg,
Surya Kiran Building,
New-Delhi-110001 |
| 6. State Bank of Hyderabad
Surya Kiran Building,
K. G. Marg,
New-Delhi-110001 | 15. HSBC Ltd.
ECE House,
28 KG Marg,
New-Delhi-110001 |
| 7. State Bank of Mysore
Antriksh Bhawan,
K. G. Marg,
New-Delhi-110001 | |
| 8. State Bank of Mysore
Industrial Finance Branch,
Ramanashree Arcade,
MG Road,
Bangalore-560001 | |
| 9. State Bank of Travancore
Travancore House,
IF Branch, K G Marg,
New-Delhi-110001 | |

**PROFORMA FOR SECURITY DEPOSIT
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

This deed of guarantee made thisday ofTwo Thousand.....by (bank) hereinafter called 'the Guarantor') which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)IN FAVOUR 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/Division at Hardwar (Central Foundry Forge Plant) hereinafter called "the Company" (which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s..... (hereinafter referred to as the vendor) have entered into a contract bearing no.....Dated.....(Hereinafter referred to as "the Contract") for the supply ofWith the Company.

AND WHEREAS the Contract interalia provides that the vendor shall furnish Security Money to the Company in the form a Bank Guarantee for a sum of Rs.....(Rs.....only) as Security for due and faithful execution of deliveries within specified period in the contract.

AND WHEREAS THE VENDOR has approached the Guarantor and in consideration of the arrangement arrived at between the Vendor and Guarantor; the Guarantor has agreed to give the guarantee as hereinafter mentioned in favour of the Company.

NOW THIS DEED WITNESS AS FOLLOWS:-

- (1) The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or discharge of the Contract by the Vendor and further unconditionally and irrevocable undertake to pay the Company without demur and merely on demand to the extent of Any claim made by the Company on them for any loss, damage, costs charges and expenses caused to or suffered by the company by reason of the vendor making any default in the performance, observance or discharge of the terms , conditions stipulations or undertakings or any one of them gas contained in the Contract.
- (2) The decision of the Company whether any default has occurred or has been committed by the Vendor in the execution of the supplies, observance or discharge of any of the terms, conditions stipulations or undertakings or any one of them as contained in the Contract and or as to the extent of loss, damage, costs ,charges and expenses caused to or suffered by the Company by reason of the vendor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the vendor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration Proceedings or before any other authority.
- (3) The Company shall have fullest liberty without affecting in any way the liability of the Guarantor under this guarantee, from time to time to enforce or forbear from enforcing any of the terms and conditions governing the contract or securities available to the Company and the Guarantor shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the vendor or any other forbearance, act or commission of the part of the company or any indulgence by the company to the vendor or of any other matter or thing whatsoever

which under the law relating to sureties, would but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

- (4) The Guarantor further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken to the performance of the Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee, subject, however, that this Guarantee is only valid for written demands by the Company on or before.....(specify date).

The Guarantor undertake not to revoke this Guarantee during the period it is in force except wit the previous consent of the Company in writing and agree that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Vendor or the Guarantor shall not discharge the Guarantor's liability hereunder:

It shall not be necessary for the Company to proceed against the Vendor before proceeding against he Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Vendor shall at the time where proceedings are taken against he Guarantor hereunder by outstanding or unrealized.

The Guarantor hereby declares that it has power to execute this guarantee under it is Memorandum and Articles of association and the executants has full powers to do so on its behalf under the Power of Attorney dated.....granted to him by the proper authorities of the Guarantor..

IN WITNESS whereof the (Bank) have caused this deed to be signed hereunder or their behalf on the date first above mentioned.

Signed for and on behalf of the (Bank)

Name:

Designation:

Address:

Fax No. (With country code):

E-mail address:

NOTE: IN CASE A BANK IN INDIA IS GIVING THIS BANK GUARANTEE; IT WILL BE EXECUTED ON A STAMP PAPER OF RS. 62.50 BUT IF IT WILL BE FROM AN OVERSEAS BANK, IT WILL HAVE TO BE EXECUTED AS PER LAWS OF THAT COUNTRY.