



BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Heavy Power Equipment Plant,

Ramachandrapuram, Hyderabad – 502032. INDIA

PURCHASE (CG) DEPARTMENT

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NOTICE INVITING TENDER (NIT)

TENDER REF: M2/14/6000002047/VK1

Dt: 13.01.2015

Offers are invited in Two Part Bid, for the Supply & Commissioning of “**PORTABLE FIRE FIGHTING PUMP**” for HPEP Unit, BHEL, R C Puram, Hyderabad.

Material Description: PORTABLE FIRE FIGHTING PUMP

Material Code: HY7814046041

Quantity: 1 Number

Tender Fee: NIL


Earnest Money Deposit (EMD): Rs. NIL

Tender Due Date: 03.02.2015, 11:00 Hrs.

Opening of Techno-Commercial (Part-1) Bids: 03.02.2015, 13:00 Hrs. at Vendor Complex, BHEL, R C Puram, Hyderabad

List of Enclosures:

- I) Instructions & Procedure to Submit the Bids
- II) Standard Terms & Conditions
- III) Bank Guarantee Format & List of BHEL consortium Banks

 INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT		Supplier's Compliance (Supplier to write "Complied")
A	QUOTATIONS:	
1	BHEL's requirement is for Medical use. Offers from reputed and resourceful Suppliers are invited to be submitted in two parts, consisting of a) Techno-Commercial Bid & b) Price Bid which are to be submitted together before due time of tender opening.	
	PART - 1	
2	Cover - I : TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:	
(a)	This consists of complete technical details, catalogues and all commercial terms. Money values must not be indicated i.e. un-priced bid . These are to be submitted in a sealed cover.	
(b)	The following formats / documents are to be filled up and submitted: (i) Technical Specification duly signed & stamped (Format enclosed), (ii) Filled in Standard Terms & Conditions (Format enclosed), (iii) Un-Priced Bid (iv) Supplier Registration Form (To be downloaded from www.bhel.com), (v) All relevant enclosures of above documents / formats, (vi) Complete technical / commercial details along with catalogues / instructions and (vii) Shipping weight and cubage (length, width & height) size of packing. Cover I shall be sealed in a single cover as Part - 1.	
	PART - 2	
3	Cover - II : PRICE BID:	
(a)	Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part-I. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Processing of any optional item is at the discretion of BHEL. Offer with any preconditions for price will be rejected.	
(b)	The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.	
c	Part - 1 & Part - 2 shall be enclosed in a single cover superscribing Tender Number, Due Date & Name of the Supplier	
B	GUIDELINES:	
1	The sealed tenders superscribing Tender Number, Due Date & Name of the Supplier should be addressed to Sr. DGM / SDC, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032 . The sealed tender should contain two separate sealed covers. Tenders shall be dropped in the Tender box available at Vendor Complex, BHEL, R C Puram, Hyderabad. If Bidder intends to submit the Tender documents personally, same can be submitted to Sr. DGM/SDC, Vendor Complex, BHEL, R C Puram, Hyderabad.	
2	The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.	
3	If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. If not complied the concerned Supplier may not be considered for future requirements.	
4	BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.	
5	All the bidders are to submit their offers by filling in the format of the BHEL tender documents.	
6	Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.	
7	Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.	
8	In case of price bid, price break-up should be in line with technical specification / scope of the tender.	
9	In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C){Applicable for Foreign Bidders} are indicated herein for acceptance.	
10	The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.	
11	No offer for individual accessories or part of equipment will be accepted.	
12	Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.	
13	Bank charges out side India are to the Supplier's account.	
14	In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.	
15	Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.	

16	Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. In order to arrive at the lowest offer, BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.	
17	In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.	
18	Supplier will have to ensure deputation of their representatives for Installation or for attending to any complaint during warranty / guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.	
19	BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units.	
20	Income tax which is to be deducted at source on Installation charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.	
21	Supplier must submit with their offer, list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical Specification.	
22	The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.	
23	The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.	
24	Tenders will be received upto 11.00 Hours on the said due date and will be opened on the same day at 13.00 Hours.	
25	Tenders received after due date and time of tender opening shall be treated as LATE tenders (irrespective of the mode of dispatch) and will not be considered for evaluation.	
26	Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.	
C	TERMINATION CLAUSES:	
1	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.	
2	Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking.	
D	INDIAN AGENT:	
1	BHEL shall deal directly with foreign vendors, wherever, for procurement of goods, However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.	
2	It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time	
3	The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.	
4	Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.	
5	Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing rules.	
6	In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes, if Offer is signed & stamped (submitted) by Foreign Principal. If Offer is submitted by Indian Agent and if Indian Agent fails to submit valid Agency Agreement, Offer will not be considered.	
7	The supply and execution of the Purchase Order (including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL'. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf, the credentials/ capacity/capability of the Indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibility of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.	
E	BANNED VENDORS	
	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	
F	PERFORMANCE BANK GUARANTEE (Applicable, if indicated in Standard Terms & Conditions):	
1	Performance Bank Guarantee should be as per BHEL format for effecting the balance 20% payment.	
2	Performance Bank Guarantee of foreign suppliers should be confirmed by our consortium bank in India and are payable in India.	
3	Performance bank guarantee shall be released on application by the Contractor after commissioning of the equipment.	

G	GUIDELINES FOR ACCEPTING BANK GUARANTEES	
1	As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks	
2	BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.	
3	In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad	
4	In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.	
5	Bank Guarantees to be submitted by the suppliers towards CEBG or performance bank guarantee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.	
H	TERMS & CONDITIONS FOR LETTER OF CREDIT (L/C):	
1	Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only calculated based on the conversion rate on the date of opening the tender.	
2	Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.	
3	One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.	
4	Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.	
5	Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23183282) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.	
6	Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with :	
7	(a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai - 400 005, India (Fax No. 0091-22-22187850 / 22180748) (b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.	
8	Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.	
9	Manufacturer's Inspection / Test certificate in triplicate.	
10	Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 24 months after putting into service.	
11	Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.	
I	CONDITIONS FOR TRANSPORTATION:	
1	All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.	
2	Transshipment is Prohibited.	
3	Loading on deck not permitted.	
4	A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.	
5	The transport document must contain all the conditions of carriage on the original document.	
6	The transport document must not indicate the place of destination as being different from the port of discharge.	
7	The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.	
8	The transport document must be issued by the carrier or his agent and not by any freight forwarder.	
9	The transport document must not contain a provision that goods may be carried on deck.	
10	Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.	
11	The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.	
12	Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.	
13	In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.	



STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT
[FORMAT TO BE FILLED-UP BY THE SUPPLIER]

VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTTED COLUMN DISTINCTLY.

S/N	BHEL Standard Terms		Vendor's Comments
01	Terms of Delivery:		
(a)	Indigenous Supplies : FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included/indicated in the quoted prices) . Ex-works is not acceptable.	Vendor to Confirm Accepted/Not Accepted	
(b)	Foreign Supplies : Foreign supplies have to be made on Incoterm CIF/CIP basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea/Air Port . Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. i)Offer with terms of delivery other than CIF are liable for rejection. ii)Trans-shipment strictly not permitted.	Vendor to Confirm Accepted/Not Accepted	
02	Delivery Period:		
a	Bidder shall quote their lowest firm Delivery period, with effect from the date of PO/LOI upto the quoted Terms of delivery. The delivery period in no case shall be linked with extraneous conditions.	Vendor to specify Delivery Period in Months	
03	Payment Terms: Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder. Offers with insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest.	Vendor to Confirm Accepted/Not Accepted	
(a)	Terms of payment for Indigenous Offer:		
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL. Balance 20% of supply value + 100% installation portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee period .	Vendor to Confirm Accepted/Not Accepted	
(b)	Terms of Payment for Foreign Offers:		
(i)	i) 80% payment (less Indian Agency Commission, if any) shall be paid against irrevocable Letter of Credit. ii) LC shall be opened only in the name of vendor on whom purchase order is placed. iii) LC will be opened 1 month prior to the scheduled delivery of PO. LC shall be valid for a period of 3 months including the bank negotiation period of 21 days from the date of opening and is encashable against receipt of Equipment at BHEL, Hyderabad. All banking charges outside India will have to be borne by the supplier.	Vendor to Confirm Accepted/Not Accepted	
(ii)	When ever there is an Indian Agent to represent a Supplier, it is essential to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract.	Vendor to Confirm Accepted/Not Accepted	
(iii)	The second irrevocable & unconfirmed letter of credit for 20% & E&C Charges will be opened 15 days prior to the scheduled and confirmed arraival of the technicians of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of E&C + 21 days as negotiation period. This L.C can be negotiated i)after completion of the Commissioning of the equipment in BHEL. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.	Vendor to Confirm Accepted/Not Accepted	

S/N	BHEL Standard Terms		Vendor's Comments
4	Warranty / Guarantee Period: Equipment shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of Commissioning of the Equipment. Offers with no Guarantee shall be rejected.	Vendor to Confirm Accepted/Not Accepted	
	Loading Factor for non-acceptance of Guarantee Period: Less than 24 months from the date of Commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example : If a Supplier provides 18 months guarantee period, in place of 24 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2% of total cost will be loaded for evaluating lowest bidder.	If Not Accepted to Provide Warranty as requested above, Your Offer will be loaded as specified. Vendor to confirm for Loading.	
5	Penalty for Delay in "Supply" : Delay in supply beyond the quoted delivery period will attract Penalty at a rate of 0.5% per week subject to max. of 10% of total PO value .In case any bidder is not accepting the above penalty for delayed supply the offer the bidder shall be loaded as follows.	Vendor to Confirm Accepted/Not Accepted	
	Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.	If Not Accepted to BHEL Penalty Clause as requested above, Your Offer will be loaded as specified. Vendor to Confirm for Loading.	
6	Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period	Vendor to Confirm Accepted/Not Accepted; (If Not Accepted, Offer will be liable for rejection)	
	Offers with non-acceptance of Performance Bank Guarantee clause are liable to be rejected.Offers with less acceptance of PBG than the specified period and or value shall be loaded proportionately, during evaluation of the lowest bidder.	If Accepted to submit less percentage of PBG, Your Offer will be loaded as specified. Vendor to Confirm for Loading.	
7	Validity: Supplier to offer Minimum 180 days from the techno-commercial bid opening date	Vendor to Confirm Accepted/Not Accepted	
8	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms</u>	Vendor to Confirm Accepted/Not Accepted	
9	Spares & Accessoires: Spares & Accessoires, required as per technical specifications shall be quoted by the Bidders in the form of Extra only. Itemised break up shall be given in the Price bid and same list without indicating any prices shall be enclosed in the techno-commercial bid. Requirement of technical specifications shall be complied with.	Vendor to furnish list of Spares and list shall be enclosed in the Techno-Commercial Bid.	
10	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of Bids.	Vendor to Confirm Accepted/Not Accepted	

S/N	BHEL Standard Terms		Vendor's Comments
13	Taxes & Duties: (For Foreign Bidders, standard taxes applicable for importing will be applicable)	Vendor to confirm whether Offered Price is inclusive/exclusive of below taxes	
	Excise Duty @	Vendor to specify applicable ED	
	VAT / CST @	Vendor to specify applicable VAT/CST. Bidder to write clearly VAT (or) CST and applicable rate	
	Service Tax	Vendor to specify applicable Service Tax	
14	If Bidder is distributor/dealer of the OEM (Original Equipment Manufacturer), please enclose valid Authorisation letter issued by the OEM in the techno-commercial bid.	Vendor to Enclose & write Enclosed. (If Bidder is OEM, write "Not Applicable" here)	
15	Bidder shall enclose "Un-Priced bid" in the techno-commercial Bid. Un-Priced bid should be in the same format of Price Bid and no price shall be indicated in the Un-Priced Bid.	Vendor to Enclose & write Enclosed.	
<u>Important Notes:</u>			
1	If Bidder has not accepted for any of the above clauses, please offer your comments in the space provided. However, BHEL reserves the right to reject/load the offers which are deviating to BHEL standard Terms & Conditions		
2	BHEL is not responsible for any Postal Delays. Please submit your offer without seeking time extensions. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.		
3	BHEL reserves its right to reject/load the offers which are deviating to BHEL technical specifications and Standard Terms & Conditions		
4	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure/ transmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned. Bidders are advised to send e-mail Offers at least one day before to avoid late receipt if any, at our server.		
5	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.		
6	Evaluation of Offers: Purchase Orders will be placed L1 Vendor (Lowest Bidder only) .		
7	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Hyderabad. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.		

Bank Guarantee Format

FORMAT FOR BANK GUARANTEE TO BE SUBMITTED ON Rs.100.00 NON-JUDICIAL STAMP PAPER

B. G. No. _____ Dt: _____

This Deed of Guarantee made this _____ day of _____ one thousand nine hundred _____ between _____ (Bank) herein after called "the Guarantor" (Which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and assigns) of the ONE PART and 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 _____ here in after called " the company " (which expression shall unless repugnant to the context or meaning there of be deemed to include its successors and assigns) of the OTHER PART

WHERE AS M/s. _____ (here in after referred to as the Contractor / Supplier) have entered into a contract bearing No. _____ , dated _____ (here in after referred to as " the Contract ") for the supply / Construction of _____ with the company.

AND WHERE AS the Contract inter-alia provides that the Contractor / Supplier shall furnish to the company a sum of Rs. _____ /- (Rupees _____ only) towards security deposit or Bank Guarantee in lieu there of for due and faithful performance of the contract in the form and manner specified there in.

AND WHERE AS the Contractor / Supplier has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor/ Supplier and the Guarantor, the guarantor has agreed to give the Guarantee as here in after mentioned in favour of the company.

... 2/-

(Full Signature of the Executant with seal)

: 2 ::

B. G. No. _____ Dt: _____

now the deed witnesses as follows

This Guarantor do here by guarantee to the company the due and faithful performance, observance or discharge of the Contract by the Contractor / Supplier and further unconditionally and irrevocably undertake to pay to the company without demur and merely on a demand, tot he extent of Rs. _____/- (Rupees _____ only) and 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 Contractor / Supplier making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract.

2. The decision of the company whether any default has been occurred or has been committed by the Contractor / Supplier in the performance, 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 Contractor / Supplier 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 Contractor / Supplier admits or denies the default of questions the correctness of any demand made by the Company if any Court, Tribunal or Arbitration proceedings or before any other authority.

The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the Terms and Conditions of the Contract or extend time of performance by the Contractor / Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor / Supplier any either 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 those 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 Contractor / Supplier or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor / Supplier or of any other matter or thing what so ever which under the law relating to sureties would, but for this provision has the effect of so releasin be submitted by prspective vendor only at BHEL-R

... 3/-
(Full Signature of the Executant with seal)

B. G. No. _____ Dt: _____

3. The Guarantor further agrees that the Guarantee here in contained shall remain in full force and effect from _____ to _____ i.e. the period that would be taken for the performance of the Contract and it 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 Contractor / Supplier and accordingly discharge this Guarantee, subject, however, that the company shall have no claim under this Guarantee after _____(Date) unless a notice of the claim under this Guarantee has been served on the Guarantor within _____ months from the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The guarantor undertakes not to revoke this guarantee during the period it is in force except with 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 contractor / supplier or the Guarantor shall not discharge the Guarantor's liability here under.

It shall not be necessary for the Company to proceed against the Contractor / Supplier before proceeding against the Guarantor and the Guarantees here in contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor/ Supplier shall at the time when proceedings are taken against the Guarantor here under be outstanding or unrealized.

The guarantor here by declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the power of attorney granted to him by the proper authorities of the guarantor.

The Laws of India shall be applicable for the purpose of this Bank Guarantee and any matter arising out of or in connection with the Bank Guarantee, the place of Jurisdiction shall be at Hyderabad/Sanga Reddy in India Court only.

Notwithstanding anything contained herein before the Guarantee is restricted to Rs. _____ (Rupees _____ only) and shall remain in force from _____ to _____ with a claim period of _____ months thereafter i.e., up to _____ (date)

... 4/-

(Full Signature of the Executant with seal)

:: 4 ::

B. G. No. _____ Dt: _____

IN WITNESS WHERE OF THE _____ (Bank) and M/s. Bharat Heavy Electricals Limited have here unto set and subscribed their respective hands the day, month and year first above written.

SIGNATURE FOR AND ON BEHALF
OF THE BANK WITH SEAL

WITNESSES:

-1

-2

LIST OF CONSORTIUM BANKS:(OMI-219)

1. State Bank of India
2. ABN Amro Bank N.V.
3. Bank of Baroda
4. Canara Bank
5. Citi Bank N.A.
6. Corporation Bank
7. Deutsche Bank
8. HDFC Bank Ltd.,
9. The Hongkong and Shanghai Banking Corporation Ltd.
10. ICICI Bank Ltd.
11. IDBI Ltd.
12. Punjab National Bank
13. Standard Chartered Bank
14. State Bank of Travancore
15. State Bank of Hyderabad
16. Syndicate Bank.
17. Allahabad Bank
18. Andhra Bank
19. Bank of India
20. Bank of Maharashtra
21. Central Bank of India
22. Dena Bank
23. Indian Bank
24. Indian Overseas Bank
25. Oriental Bank of Commerce
26. Punjab & Sind Bank
27. UCO Bank
28. Union Bank of India
29. United Bank of India
30. Vijaya Bank
31. State Bank of Bikaner & Jaipur
32. State Bank of Indore (merged with SBI)
33. State Bank of Mysore
34. State Bank of Saurashtra