

सामग्री प्रबन्धन (क्रय विभाग) MATERIAL MANAGEMENT (PURCHASE) सेन्ट्रल फाऊन्ड्री फोर्ज् प्लान्ट, भारत हैवी इलैक्ट्रिकल्स 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 : lpbadoni@bhelhwr.co.in

M/S

Sub: Tender Enquiry No. 5043/P/351/8/1530A/1 dated 26/02/2008 due on 02 April'2009.

Dear Sir,

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

SI No	Tender No	Description of Material	Qty MT	Date & Time of Opening
01	5043/P/351/8/1530A/1	Ferro Silicon (Lumps) 100-150 mm Specn.:FF05001 Rev.04	150	02/04/2009

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

PLESAE VISIT <u>www.bhel.com</u> or <u>www.bhelhwr.co.in</u> 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

(L.P. Badoni) Executive (Pur)

Note: Corrigendum if any shall not be published, kindly refer web for any changes.

AA-17001	Central Foundry Forge	e Plant, Hard	
Prone : (0091) 01334-285356, 285326	Fax: 01334-225892/226458		D S T NO. HR 5018357 DL 16 08 1366
निविदा सूचन सं ENQUIRY NO."	5043/P/351 /8/1530A/1	दिनांक Date	
कृगया निम्नलि ENQUIRY DUE DATE: 02.04.	end na nanalas na		
Το,	in A which give more that we have a	/endor Code	1: 109285
AND STREET BOOK STREET HIS COMPANY	BHEL Phone: 01	1334-285336	Bulloo e english
	FAX: 0	334-225892	2
:			
INDIA			
Attn:	100 m 100 m 100 m 100 m		
SL MATERIAL COL	DE UNIT TOT	DELIN	ERY SCHEDULE
NO MATERIAL DESCRIP			ATY DELY_DT
1 FF1135192014	×G 150000	1 3	50000 at the ear
FERRO-SILICON (LUMPS)		2 3	30000 at the ear
SPEC: FF05001 REV.04 100-150 MM	3 3000		earliest 50000 before 10.0
DIM : S			30000 before 10.0
Bids (Part-2) should should be submitted : Techno-Commercial 8: Technical documents,	rt tender.Techno-Commercia be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & dutio	envelopes. Technical as, payment	. These two envel Specification.Dr t terms, delivery
Bids (Part-2) should should be submitted : Techno-Commercial B: Technical documents, period, Validity of a price part) etc. The submitted alongwith T Price bid (Part - 2) 2 TEST CERTIFICATE REQU 3 GUARANTEE CERTIFICATE 4 BASIC RATES,TAXES, DI 5 CONFIRMATION IS REQU 1NVOICE SHALL BE PRO 6 INSPECTION SHALL BE 7 PLEASE QUOTE FOR DES 8 WE MAY OPT REVERSE AN 9 PLEASE CONFIRM THAT PROVDIDED ALONG WITH ** Please submit author: e-payment/electronic	be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & duti offer, Replica of Price B. confirmation to the speci Techno-Commercial bid. shall contain only price JIRED AS PER SPECIFICATION E REQUIRED AS PER SPECIFICATION E REQUIRED AS PER SPECIFICATION E REQUIRED AS PER SPECIFICATION E REQUIRED AS PER SPECS. IN UTLES AND DITHER CHARGES MU IRED THAT CENVATABLE DUPL DVIDED FOR AVAILING CENVAT CARRIED DUT AFTER RECEIP FINATION ONLY. UCTION PLEASE CONFIRM SAMU THE ORIGINAL MANUFACTURERS SUPPLY. (cropped) inte Capital ization letter (format enveloped)	envelopes. Technical as, payment id (Copy of ial terms (Or Gioro ALONGWITH D UST BE SPEC ICATE COPY T BENIFIT. T OF MATERI E IN THE OF S TEST CERT (Cory) closed) for	These two envel Specification.Dr t terms, delivery f price bid witho & conditions mus (manynetics) (ESPATCH DOCUMENT CHEED SEPERATELY OF TRANSPORTER TAL IN CFFP. FFER. FFER. FFER. FFER. FFER. FFER. FFER. FFER.
Bids (Part-2) should should be submitted : Techno-Commercial B: Technical documents, period, Validity of a price part) etc. The submitted alongwith 3 Price bid (Part - 2) 2 TEST CERTIFICATE REQU 3 GUARANTEE CERTIFICATI 4 BASIC RATES,TAXES, DI 5 CONFIRMATION IS REQU INVOICE SHALL BE PRI 6 INSPECTION SHALL BE 7 PLEASE QUOTE FOR DES 8 WE MAY OPT REVERSE AL 9 PLEASE CONFIRM THAT ' PROVDIDED ALONG WITH ** Please submit author c-payment/electronic ** 100% payment within .	be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & dutin offer, Replica of Price B. confirmation to the space Techno-Commercial bid. shall contain only prices UIRED AS PER SPECIFICATION E REQUIRED AS PER SPECS. O UTIES AND OTHER CHARGES MU IRED THAT CENVATABLE OUPL. OVIDED FOR AVAILING CENVAT CARRIED OUT AFTER RECEIP CARRIED OUT AFTER AFTER CARRIED CARRIED AFTER	envelopes. Technical as, payment id (Copy of ial terms (On YUMA ALONGWITH U JST BE SPEC ICATE COPY I BENIFIT. I OF MATERI E IN THE OF S TEST CERT (COPY) closed) for coeptance (	These two envel Specification.Dr t terms, delivery f price bid witho & conditions mus ( manyprimes in Sorned) of DESPATCH DOCUMENT CIFIED SEPERATELY OF TRANSPORTER TAL IN CFFP. FFER. TIFICATE WILL BE facilitating of material at CF
Bids (Part-2) should should be submitted : Techno-Commercial B: Technical documents, period, Validity of a price part) etc. The submitted alongwith 3 Price bid (Part - 2) 2 TEST CERTIFICATE REQU 3 GUARANTEE CERTIFICATE 4 BASIC RATES, TAXES, DI 5 CONFIRMATION IS REQU: INVOICE SHALL BE PRI 6 INSPECTION SHALL BE 7 PLEASE QUOTE FOR DES 8 WE MAY OPT REVERSE AL 9 PLEASE CONFIRM THAT PROVDIDED ALONG WITH ** Please submit author c-payment/electronic ** 100% payment within . BHEL, Hardwar through ** CFFP/BHEL Reserves the Delivery is tentate Inda.	be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & dutin offer, Replica of Price B. confirmation to the speci fechno-Commercial bid. shall contain only prices JIRED AS PER SPECIFICATION E REQUIRED AS PER SPECS. A UTIES AND DTHER CHARGES MU ITES AND DTHER CH	envelopes. Technical as, payment id (Copy of ial terms (ONGWITH C UST BE SPEC ICATE COPY T BENIFIT. I OF MATER) E IN THE OF S TEST CERT (Copy) closed) for coeptance ( more than (	These two envel Specification.Dr t terms, delivery f price bid witho & conditions mus ( manyprimes in Sorned) of DESPATCH DOCUMENT CIFIED SEPERATELY OF TRANSPORTER TAL IN CFFP. FFER. TIFICATE WILL BE facilitating of material at CF
Bids (Part-2) should should be submitted : Techno-Commercial B: Technical documents, period, Validity of a price part) etc. The submitted alongwith T Price bid (Part - 2) 2 TEST CERTIFICATE REGU 3 GUARANTEE CERTIFICATE 4 BASIC RATES, TAXES, DI 5 CONFIRMATION IS REGU: INVOICE SHALL BE PRICE 6 INSPECTION SHALL BE 7 PLEASE QUOTE FOR DES 8 WE MAY OPT REVERSE AN 9 PLEASE CONFIRM THAT PROVOIDED ALONG WITH ** Please submit author e-payment/electronic ** 100% payment within 	be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & dutin offer, Replica of Price B. confirmation to the speci Schno-Commercial bid. Shall contain only prices UIRED AS PER SPECIFICATION E REQUIRED AS PER SPECS. O UTIES AND OTHER CHARGES MU IRED THAT CENVATABLE OUPLI OVIDED FOR AVAILING CENVAT CARRIED OUT AFTER RECEIP INATION ONLY. UCTION PLEASE CONFIRM SAMU THE DRIGINAL MANUFACTURERS SUPPLY. (common interna- transfer of funds 30 days after receipt & an h e-payment. he right to procure from in ave. A lo dows off o For BH	envelopes. Technical as, payment id (Copy of ial terms (ONGWITH I JST BE SPEC ICATE COPY I BENIFIT. I OF MATER) E IN THE OF S TEST CERT (COPY) closed) for coeptance ( more than of ARAT HEAVY	These two envel Specification.Dr terms, delivery f price bid witho & conditions mus ( manynetics in Somed) DESPATCH DOCUMENT CIFIED SEPERATELY OF TRANSPORTER TAL IN CFFP. FFER. TIFICATE WILL BE facilitating of material at CF one vendor.
Bids (Part-2) should should be submitted : Techno-Commercial B: Technical documents, period, Validity of a price part) etc. The submitted alongwith T Price bid (Part - 2) 2 TEST CERTIFICATE REGU 3 GUARANTEE CERTIFICATE 4 BASIC RATES, TAXES, DI 5 CONFIRMATION IS REGU: INVOICE SHALL BE PRICE 6 INSPECTION SHALL BE 7 PLEASE QUOTE FOR DES 8 WE MAY OPT REVERSE AL 9 PLEASE CONFIRM THAT PROVDIDED ALONG WITH ** Please submit author: c-payment/electronic ** 100% payment within . BHEL, Hardwar through ** CFFP/BHEL Reserves th Delivery is tentat Inda, 1-30 MT Within 3-30 MT Within	be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & dutin offer, Replica of Price B. confirmation to the speci- schno-Commercial bid. shall contain only prices UIRED AS PER SPECIFICATION E REQUIRED AS PER SPECS. A UTIES AND OTHER CHARGES MU IRED THAT CENVATABLE DUPL OVIDED FOR AVAILING CENVA CARRIED OUT AFTER RECEIP INATION ONLY. UCTION PLEASE CONFIRM SAMU THE DRIGINAL MANUFACTURERS SUPPLY. (cropped) int Com ization letter (format env transfer of funds 30 days after receipt & an h e-payment. he right to procure from in ave ave lo days of P.0 For BH action of P.0 Today of P.0 Today of P.0 Today of P.0 Today of P.0 (L.P.8	envelopes. Technical as, payment id (Copy of ial terms (ONGWITH I UST BE SPEC ICATE COPY) ICATE COPY I BENIFIT. T OF MATERI E IN THE OF S TEST CERT (COPY) closed) for coeptance of more than of ARAT HEAVY	These two envel Specification.Dr terms, delivery f price bid witho & conditions mus ( manynetics in Somed) DESPATCH DOCUMENT CIFIED SEPERATELY OF TRANSPORTER TAL IN CFFP. FFER. TIFICATE WILL BE facilitating of material at CF one vendor.
Bids (Part-2) should should be submitted : Techno-Commercial B: Technical documents, period, Validity of a price part) etc. The submitted alongwith T Price bid (Part - 2) 2 TEST CERTIFICATE REGU 3 GUARANTEE CERTIFICATE 4 BASIC RATES, TAXES, DI 5 CONFIRMATION IS REGU: INVOICE SHALL BE PRICE 6 INSPECTION SHALL BE 7 PLEASE QUOTE FOR DES 8 WE MAY OPT REVERSE AL 9 PLEASE CONFIRM THAT PROVDIDED ALONG WITH ** Please submit author: c-payment/electronic ** 100% payment within . BHEL, Hardwar through ** CFFP/BHEL Reserves th Delivery is tentat Inda, 1-30 MT With in 3-30 MT With in	be submitted in separate in a common sealed envelop id shall contain detailed Catalogues, taxes & dutin offer, Replica of Price B. confirmation to the speci Schno-Commercial bid. Shall contain only prices UIRED AS PER SPECIFICATION E REQUIRED AS PER SPECIFICATION CARRIED OUT AFTER CHARGES MU INED THAT CENVATABLE OUPLING CARRIED OUT AFTER RECEIP INATION ONLY. UCTION PLEASE CONFIRM SAMU THE DRIGINAL MANUFACTURERS SUPPLY. (cropped) ITA Cap ization letter (format env transfer of funds 30 days after receipt & ac h e-payment. he right to procure from the action of P o Today of P o Today of P o (L.P.B. Soday of P o (L.P.B. Soday of P o (L.P.B.	envelopes. Technical as, payment id (Copy of ial terms (ONGWITH I UST BE SPEC ICATE COPY) ICATE COPY I BENIFIT. T OF MATERI E IN THE OF S TEST CERT (COPY) closed) for coeptance of more than of ARAT HEAVY	These two envel Specification.Dr terms, delivery f price bid witho & conditions mus ( manynetics in Somed) of DESPATCH DOCUMENT CIFICATE NOCUMENT CIFICATE SEPERATELY OF TRANSPORTER TAL IN CFFP. FFER. TIFICATE WILL BE facilitating of material at CF one vendor. ELECTRICALS LIMI

-	(बारगड (म)) संस्थान क्रय विनिर्देश (सा.एफ.ए						FF 05001 Rev 04		
SIGN & DATE			CONTRA	ROLLED CO	YTC .	पुष्ठ	का		
Ens.		PLANT	PURCHA	SE SPECIFIC		Page	1 of		
18			FERRO SILIC	ON LUMPS					
SUFEREDES INVENIORY MO	1. SCOPE This specif	fication govern			with the follow	ving requ	iirements.		
nell ref that all	<ul> <li>This specification governs the quality of Ferro Silicon Lumps with the following requirements.</li> <li><b>2.</b> APPLICATION The material shall be used as alloying addition for manufacturing of steel.</li> </ul>								
	3. CONDITI	ION OF DELL	VERY						
1,	A) Th	e size should be	in the range of	100-150 mm with or	versize 10%(m	ax.) and	undersize		
The second	10 %( max.).								
TAL Terrist Un terre dite	B) The size should be in the range of 20¤40 mm with oversize 10%(max.) and undersize 10 %( max.). (FOR MULTI HOPPER SYSTEM)								
N.F.H.F. Mary Mary 1 Mary 1 Ma	1		NATIONAL S' uld conform to	TANDARDS Indian standard spe	ecification				
(D C)	1			copt clause 8.3).					
COPYRIGHT AND COMPTLE. 1141. J instruments webs converses in the property of their shares' families that the unit we found the dynamic of instruments in the instrument of the concentry in the instrument of the concentry.	<ol> <li>FREEDOM FROM CONTAMINATION The material shall be free from extraneous contamination such as slag.</li> </ol>								
HA.dl					0				
C C C	6. MANUFACTURE The process of manufacture of Ferro Silicon is left to the discretion of supplier.								
Church Street	The	process of many	atacture of Ferro	Silicon is left to the	discretion of s	supplier.			
and and	7. CHEMIC	AL COMPOS	ITION						
				cordance IS : 1110-1	990 shall have	the foll	owing		
. 1		position:							
a de		Element		% Min		% Max	1		
E		Carbon				0.15			
		Silicon		75		80			
13		Sulphur		2		0.05			
12	1	Phosphorus				0.05			
E ST		Aluminium				1.50			
्तालाधिम् त्यात्रा प्राप्त तं संतरक ज्यात् त				CAL ANALYSIS	ab 18 1473 10	77			
la majar tel An di ter mentar		sampling of m	alertar shart de G	one in accordance w	11113 14.2-19				
A DATE			me		. NAM	E	रना अ स्टब्स् SIGNATRE & D		
SIGN &	QM MPIC	K B.SOOD	THE CAL	Performed WCRKED BY	SUNIL KUMAR		Sunil		
8	OM(HEAD)	K K.GUPTA	hand a 19/07	THE CHECKED BY	L.K.RHANDEL	WAL	Sun		
	AGREED DEPTT	W NAME.	SIGNATURE & DATE						
and of ser					ল দানক মন্দি STANDARDS		TTEE		
1 3				Tentra gros seto eno	ISSUED SMS	ente della	Res : DATE		
" 2				PREPARES SMS			and a second sec		
IN				PREPARED . SMS	1250101 5005		17/07/0		

-

Rein of BATE	aler sen Bijle	संस्थान क्र		(सी.एफ.एफ.पी. TROLLED (	ertait	FF 05001 Rev 04
Refer C		PLANT	PURCHA	SE SPECIFIC HARDWAR)	and concerns and all all	চ্চ কা Page 2 of 3
atived up the state of the supersectors advecting and the state of the	<ul> <li>supplier she for inspecti</li> <li>Final inspec</li> <li>For any dev</li> <li>For results</li> </ul>	L reserves the r ould intimate in on. ction will be do viation from thi	ight to inspect advance enclo ne at CFFP s specification	KS the material after / I sing a copy of test c prior approval of C naterial the decision	ertificate of the m FFP shall be taken	naterial offered
L cal Limuset.h must of the company		rial is not found	suitable accor	ding to the requirem	ents, it shall be re	placed free of
Repeating the second se	specification The cleara determined <b>11. TEST CEI</b> The supple purchase of or along v <b>11.1 BHE</b> 11.1.1 Mar 11.1.2 Pur <b>11.2 Sup</b> 11.2.1 Sup 11.2.1 Sup 11.2.2 Mar 11.2.3 Tes 11.2.4 Size <b>12. PACKING</b> The mar specific	shall be raised on whereby the nee does not rel later on. <b>RTIFICATE</b> ier shall furnis order. The test co vith the material <b>CL Reference</b> terial Specificat chase Order No <b>Dier reference</b> oplier's name or terial Batch No. t Results of Che e of material. <b>G &amp;MARKING</b> aterial shall be ed in purchase of norted in 1 M	in case the ma deviations into ease the suppl h 4 copies of ertificate must i. ion. emblem. and Serial No mical analysis G packed suita order to prever		extent with use of ibility for non-con- iless otherwise sp ng and must read pof 50 Kgs Net ation during trans	the material. formance pecified in ch BHEL before wt. jute bag or as sportation.In case if
N & DATE FI	Each bag must be identified through a stencil mark / painted showing Following details:- Supplier's name or emblem. Batch No./ S.No Specification No / Chemical composition of ferro alloy.					
40. SIGN	DATE: 17/27		material / gros	s wt. of material. নির্মালকর্বা	Sunil Kumar	sunil
entê yê tiwe INVENTORY NO	DATE: רָס רו	100		WORKED BY	LK.KHANDELWAL	

-

	PLANT PURCHASE SPECIFICTION	FF 05001	
BHEL	C.F.F.P. HARDWAR	PAGE: 3 OF 3	-

### REVISION RECORD SHEET OF LED COPY

S. No.	Revision No.	Revision date	Nature of Changes
01.	04	17.07.2006	Clause 12 modified.
	÷	<b>UPPERD</b>	
	les.	1	
	a.	8.21	
			•

0

0

\*

ISSUED:	SMS TEC	HNOLOGY	WORKED	Sunil
REVISION	04	DATE: 17.07.06	CHECKED	Sim
AGREED	PLANT P	UR. SPEC.COMMTTEE	APPROVED	P.P.S.C

1.

5

No.: GTCRM No. 01 Rev.00 Date 1 19/11/2008

#### 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 (perriche) & Price Bic (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 Tachno-Commercial Bid and Price Bid should again be kept in one envelope suber scribed again with Tordor No. and Date of Cpening and the name of firm submitting the tender and sont by Registered A/D post to AGM(MM),Purchase Department ,CFFP ,BHEL Hardwar,Ranipur,Hardwar 249403.Uttrakhand ,India

Part-I Envelopes super scribed with Techno-Commercial Bid must contain all information especiality-

(a) Specification of the material offered should be strictly as per CEEP/BHEL specifications of Enguired material in tender occuments. Deviations if any must be indicated clearly in the offer. Rates to be guoted on For Destination Basis.

(b) A1 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 nill required commercial documents (tax invoice, CENVATable cuplicate copy of invoice, packing ist, transit sale agreement etc.) & technical documents (TC/GC/CP etc.)
 (d) Registration Numbers of SSI, Central Excise, Sples 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 :

6.

7

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

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.

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

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

- **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 70<sup>th</sup> day of bill of lading date and on submission of security deposit (refer clause 17). All bank charges to the a/c of vendor.
- CFFP/BHEL Hardwar reserves the right to accept or reject any or all tenders without assigning any reason there of.
- Tenders not submitted in the prescribed manner are likely to be ignored/ rejected.

9

- 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 .

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

### **ANNEXURE II**

#### LIST OF CONSORTIUM BANKS:

- State Bank of India CAG Branch, 10-th Floor, Vijaya Building, Barakhamba Road, New-Delhi-110001
- 2. Canara Bank 74, Janpath, New-Delhi-110001
- 3. Punjab National Bank 74, Janpath, New-Delhi-110001
- 4. Bank of Baroda Corporate Banking Branch, 11<sup>th</sup> Floor, BOB Building, Sansad Marg, New-Delhi-110001
- 5. Deutsche Bank Tolstoy Marg, New-Delhi-110001
- 6. State Bank of Hydrabad Surya Kiran Building, K. G. Marg, New-Delhi-110001
- 7. State Bank of Mysore Antriksh Bhawan, K. G. Marg, New-Delhi-110001
- 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

- 10. HDFC Bank Ltd 5<sup>th</sup> Floor, HT House, K G Marg, New-Delhi-110001
- CITI Bank N A Jeevan Vihar Building, Sansad Marg, New-Delhi-110001
- 12. Standard Chartered Bank H2 Block, Connaught place, New-Delhi-110001
- 13. ICIC Bank Ltd.
  ICIC Tower,
  Bisham Pitamah Marg,
  Pragati Vihar,
  New Delhi 110003
- 14. IDBI Bank Ltd.19, K G Marg,Surya Kiran Building,New-Delhi-110001
- 15. HSBC Ltd.
  ECE House,
  28 KG Marg,
  New-Delhi-110001

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

This deed of guarantee made this ......day of ......day of ......Two Thousand......Two 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 refer	red to as the
vendor)	have	entered	into	a	contract	bearing
no		Dated		(He	ereinafter referred	to as "the
	for the supply of					

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 WITHNESS 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.

#### AUTHORISATION LETTER

## FOR -PAYMENT/ELECTRONIC FUNDS TRANSFER (EFT) / RTGS (PLEASE FILL UP THE FROM IN CAPITAL LETTERS ONLY.)

TYPE OF REQUEST (One)		CREATE		CHANGE
BHEL Vendor / Supplier Code				
Company's Name			1. Star	
Address				
City Pincoo State	je		- 6	
Contact Person (s)				
Telephone No.				
FAX No.				
e-mail id				
1 Bank Name			_	-
2 Bank Address				-
3 Bank Telephone No.			T	-
4 Bank Account No.				
5 Account Type				
6 Bank's Branch Code				
<li>7 Bank Swift Code (aplicable to EFT Only)</li>				
8 Enclose Blank cancelled	d chaque			

DECLARATION
(1) I as representative / owner of the above naded company, hereby authorize BHEL,CFFP Ranipur, HARIDWAR to electronically make payments to the designated bank account, I hereby cartily that the particulars given above are true, complete and correct.
(2) If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/ tranafereing 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 responsibility expected of me as a participant under Epayment / EFT/rtps.

Date :

Authorized Signatory Designation

Company Seal

Verification By Bank