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TENDER SPECIFICATION

TENDER NO.- VNS/OBRA/CIVIL/14_034 DATE : 14/07/2014

FOR

WORK OF " REPAIR OF STORE, OFFICE AND BHEL QUARTERS
PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P.

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northren Region,

Plot No. 7, 4th floor ADVANT NAVISH BUSINESS PARK

Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 7, 4th floor ADVANT NAVISH BUSINESS PARK
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515410 / 2515441 / 2515449
Fax 091-0120-2515438 / 2515467
Email: vkrai@bhel.com / np @bhel.com

TENDER NO.- VNS/OBRA/CIVIL/14_034 DATE : 14/07/2014

IMPORTANT NOTE

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

THIS TENDER SPECIFICATION ISSUED TO:

M/s-----



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Email: vkrai@bhelsnr.co.in/lnp @bhelsnr.co.in

DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE: 05/08/2014 12:00 (IST)

DUE DATE OF OPENING: 05/08/2014 15:30(IST)

NIT NO. / NAME OF WORK
TENDER NO.- VNS/OBRA/CIVIL/14_034 DATE : 14/07/2014
Scaled tender are invited from the contractors fulfilling qualifying requirements for <u>WORK OF</u> <u>" REPAIR OF STORE, OFFICE AND BHEL QUARTERS</u> <u>PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P."</u>

NOTE:

1. Please visit our website at www.bhel.com and www.bhelsnr.co.in for details of NIT including Qualifying requirement.
2. Tenders Not Accompanied with full Earnest Money Deposit of Rs.40,000.00 By pay order or Demand Draft will not be considered. However, tenderers who have already deposited one time EMD of Rs.200000.00 with SCT-BHEL-PSNR are exempted from depositing EMD with this tender.

V.K. Rai
14/7/14
RSM/NOIDA



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TENDER NOTICE

SUB: WORK OF “ REPAIR OF STORE, OFFICE AND BHEL QUARTERS PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P.

TENDER NO.- VNS/OBRA/CIVIL/14_034 DATE : 14/07/2014

Offers are invited from the Vendors in sealed envelopes as per terms and conditions enclosed and GCC & SCC (given as General Condition of contract & Special Condition of contract) and Q.R (Qualifying Requirements) indicated in the following paras, clauses of this notice.

NOTES

- (i) The Tender Documents comprise of following;
 1. Tender Notice
 2. Technical Bid (Annexure-B) and Price bid (Annexure-C)
 3. GCC & SCC (General Condition of contract & Special Condition of contract)
 4. Scope of work (Section –III)
 5. Qualifying Criteria (Annexure-D)
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
- (iii) Tenders must be submitted to the undersigned **latest by 15:00 Hrs. on 05/08/2014.** Technical bids shall be opened at **15.30 Hrs. on 05/08/2014 .**
- (iv) Earnest Money Deposit (EMD) : Refundable, Non-interest bearing **EMD of Rs 40,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.

V. K. Roy
14/7/14

- (ix) Contractor shall ensure use of only calibrated Inspection, Measuring & Testing equipment confirming traceability to national standards. Valid calibration certificates shall accompany these IMTEs.
- (x) The rates should be valid for a period of six months from the date of opening of tender. The rates should be quoted both in figures and words. Please note that if there is mismatch between price given in figures and in words BHEL reserves its right to accept maximum of the two for evaluation, and minimum of the two for award and BHEL's decision in this regard should be acceptable to the party.
- (xi) It is requested that only authorised representative of the tenders attend the tender opening. They should further be available on the same day for any further clarification in the matter, in the office of undersigned.
- (xii) **BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "GCC & SCC" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given below.**
- (xiii) **Unsolicited rebate / discount shall not be accepted after bid opening.**

V.K. Raj
14/7/14
RSM/NOIDA



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Deptt.

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Email: vkrai@bhelsnr.co.in/lnp @bhelsnr.co.in

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently super-scribed as Part-I Technical bid and Part-II, Price bid** (also indicating on each of the cover tender specification no. date and time as mentioned in tender notice

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, "Technical specifications & Special terms and conditions" (Part-I) issued by BHEL shall be enclosed in **Part-I Technical Bid only**. All schedules, date sheets and details called for in the specification shall be submitted along with Technical bid. All details/Data/Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that Price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover-I & II shall together be enclosed in a **Third envelope (Cover-III)** and this sealed cover shall be superscribed with Tender specification No., due date, time and submitted to officer inviting as indicated in tender notice on or before due date as indicated.



ISO 9001/14001/27001,
OHSAS18001 & SA8000

NOTICE INVITING TENDER

भारत भारी बिजली सी. लि.
(भारत सरकार का उपक्रम)

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

पावर सेक्टर-उत्तरी क्षेत्र, नोएडा

Power Sector - Northern Region, NOIDA

To
M/s

BY REGISTERED POST/COURIER/HAND

Ref. No.: VNS/OBRA/CIVIL/14_034

Date: 14/07/2014

Sub: WORK OF " REPAIR OF STORE, OFFICE AND BHEL QUARTERS PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P.

Dear sir,

1. Offers, are invited as per terms and conditions enclosed and GCC & SCC (given as General conditions of contract & Special conditions of contract for page www.bhelpsnr.co.in)
2. Offer should be sent in Separate envelopes for Techno-commercial and Price bids. Offerers distinctive identification (Company Name), tender no. VNS/OBRA/CIVIL/14_034 due on 05/08/2014 'Techno-commercial' and 'price bid' should be mentioned clearly on cover of each envelope. In case it is holiday on 05/08/2014 the tenders will be opened on next working day.
3. Offer should be free from overwriting. Corrections and additions, if any should be attested . The rates should be quoted for scope as per Annexure A and in line with Annexure B&C Price quoted should be inclusive of SERVICE TAX and after considering CENVAT credit. The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project.
4. The rates should be valid for a period of six months from the date of opening tender. The rates should be quoted both in figures and words. Please note that if there is mismatch between price given in figures and in words BHEL reserves its right to accept maximum of the two for evaluation, and minimum of the two for award and BHEL's decision in this regard should be acceptable to the bidders
5. The offer should reach this office on or before 15:00 on 05/08/2014. The offer will be opened at 15:30 on same day (In case it is holiday on 05/08/2014 the tenders will be opened on next working day) in presence of such tenderers or their authorised representatives as may be present.
6. Refundable, Non-interest bearing EMD of Rs 40,000/- shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
7. The enclosed scope of work , details out the major activities only. However as per general maintenance requirement and site conditions certain related activities may have to be carried out without any extra cost.
8. BHEL reserves the right to process the tender on reverse auction basis and also the right to award the job to one or distribute the job among one or more contractors. In case it is not agreeable, the party need not quote.
9. It will be in interest of the contractor to visit site before submitting offer to have clear idea about the site conditions.

Telephone : 0120-2515441 2415464 Fax: 0120-2515467,2515438

e-mail : ssr@bhelpsnr.co.in

Plot No. 7 & 4th floor ADVANT NAVISH BUSINESS PARK SECTOR-142'
NOIDA TO GR-NOIDA EXPRESS WAY, Noida-201305, Distt-Gautam Budh Nagar (UP)
Regd:BHEL House Fort, New Delhi-110049

V.K. Raj
14/7/14

- 10 Time period for completion of job will be 6 MONTHS from the date of commencement of work. However in case inputs for the critical path are not provided by BHEL in time, the completion period shall be extended for the period for which the inputs are not provided. Decision of BHEL in this regard shall be final. Penalty for delay will be AS PER GCC.
- 11 Terms of NIT:-
(A) Payment Terms : As per Clause no. 11.0 of STC of subject tender
(B) LD Clause :- As per GCC (0. 5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value)
- All payments shall be made through E-payment system. Contractor has to give Bank name, Branch & Account number alongwith the bills as these shall be incorporated in the system.
- 12 BHEL reserves the right to reject a bidder based on their unsatisfactory past performance at any other project in any centre/region.
- BHEL is not responsible for tenders/offers lost/delayed in transit/ by post etc. The offers reaching this office after due date and time and/or without earnest money as per item no. 6 above, will not be considered. The offer should also accompany all documents as per clause no. 1 of General And Special terms and conditions of contract.
- 13
- 14 The selected contractor will have to mobilise for the job with in 15 DAYS of the issue of the letter of intent/ work order/work instruction from RSC.
- 15 Offers not received in line with the tender enquiry are liable to be rejected
- 16 It is requested that only authorised representative of the tenders attend the tender opening. They should further be available on the same day for any further clarification in the matter, in the office of undersigned.
- 17 Successful tenderer will have to submit Security deposit as calculated below before start of work :

a)

Order value	SD Amount (Rs)
Upto Rs 10 Lakh	10%
Above Rs 10 Lakhs and upto Rs 50 Lakhs	Rs 1 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above Rs 50 Lakhs	Rs 4 Lakh + 5 % of the amount exceeding Rs 50 Lakhs

- b) ADDITIONAL SECURITY DEPOSIT (SD) HAS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER WITH VALUE AS FOLLOW:

" If the final price of successful bidder is lesser by " more than 20% of BHEL's estimate then only, ' Additional Security Deposit' will be required to be submitted by successful bidder with value as follows:

Additional Security Deposit = 30% of (A-B) will be calculated as below

A = 80% of BHEL estimate

B = the final offered price of successful bidder through RA (In case of RA) OR Sealed paper price bid of successful bidder (in case of paper bid)

This additional SD shall have the same validity as that of the Security Deposit and shall be revalidated /released in the manner as spelt out for the Security Deposit as per relevant clause of GCC.

- 18 The contractor has to ensure that the staff/ workmen deployed for execution of work uses necessary safety appliances. Surprise checks shall be done by BHEL and in case of non-compliance of above penalty of RS 500/= (five hundred) may be imposed for each case on each occasion of surprise
- 19 Contractor shall ensure use of only calibrated Inspection, Measuring & Testing equipment confirming traceability to national standards. Valid calibration certificates shall accompany these IMTEs.
- 20 "Code for Safety Management at Services Sites" as detailed in letter no PSNR/RSC-NOIDA/SAFETY dtd 24/12/2001 will have to be accepted by the party for qualifying in Techno-Commercial bid.
- 21 The contractor shall ensure compliance to all statutory requirements including but not limited to EPF deposition, Labour Licence, Insurance under applicable WC act & ESI failing which shall be liable for penal action as deemed by relevant act.

V. K. Ravi
14/7/14

- 22 May see "General Condition of Contract & Special conditions of contract (GCC & SCC)– for Services jobs" on web page www.bhelpsnr.co.in .
- 23 All payments shall be made through E-payment system. Contractor has to give Bank name, Branch & Account number along with the bills as these shall be incorporated in the system.
- 24 Tentative date for start of work is 20/08/2014. However the date may change based on shutdown given by customer and this shall not entail the party to revise their price or any other condition of their offer. This factor may be kept in view while quoting.
- 25 PRICE BID OF ONLY THOSE PARTIES WILL BE OPENED WHO QUALIFY IN TECHNO-COMMERCIAL BID. IF DEEMED NECESSARY, CUSTOMER'S APPROVAL SHALL BE TAKEN FOR SHORTLISTING VENDORS BEFORE OPENING OF PRICE BID.

REMARKS:-

Thanking you,

Encl.

1. Scope of work - Annexure A
2. Schedule of rates - Annexure B & C
3. Qualifying Requirement – Annexure- D

V.K. Rai
14/7/14
Yours truly,
Regional Service Manager (Noida)

Rai

TECHNICO-COMMERCIAL BID FOR :

Tender VNS/OBRA/CIVIL/14_034 dated 14/07/2014

Sub: WORK OF "REPAIR OF STORE, OFFICE AND BHEL QUARTERS PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P.

NAME & ADDRESS	:	
PAN NO.	:	
Provident Fund	:	
OFFER NO	:	
EMD	:	
VALIDITY OF OFFER	:	6 Months
COMPLETION PERIOD	:	6 MONTHS
MOBILISATION PERIOD	:	15 DAYS
GUARANTEE PERIOD	:	N/A

Following are enclosed/ certified/accepted as part of Technical bid.

- Signed copy of NIT along with scope of work. Technical bid (annex. B) and Price bid (annex. C) are enclosed.
- Code for Safety Management at Services Sites as detailed in letter no PSNR/RSC-NOIDA/SAFETY dtd 24/12/2001 safe work practices issued by PSNR are accepted.
- Even though offer has been given for a particular unit, it is valid for any Unit of same rating in the same PowerHouse, provided there is no change in activities listed in scope of work.
- Activity- wise percentage breakup has been indicated against each activity in the scope of work as per Annexure – 'A'. In case of reduction in quantum of work at site, payment shall be released only for the activities actually carried out as per the percentage allotted
- All documents as required in "DOCUMENTS TO BE ATTACHED WITH BILLS" given in web page www.bhelsnr.co.in "Service Tender" of BHEL PSNR shall be submitted along with bills.
- Use of all necessary safety appliances by all the staff/ workmen deployed for execution of work will be ensured. If during surprise checks done by BHEL any non-compliance is observed penalty of RS 500/= (five hundred) may be imposed for each case on each occasion of surprise check.
- It is certified that all statutory requirements including but not limited to payment of wages, deposition EPF, Labour Licence, Insurance etc governed by the provisions of applicable acts shall be our liability without any extra cost to BHEL. Further without limiting obligations and liabilities provided elsewhere in the contract, BHEL shall be kept harmless and indemnified against all claims, damages and compensations, as well as breach of such requirements. Release of progressive payments shall be subject to, inter alia, compliance to such statutory requirements.
- If there is mismatch between price given in figures and in words BHEL shall have right to accept maximum of the two for evaluation, and minimum of the two for award.
- There are no deviations from the NIT and all Terms & Conditions of NIT including those given in " General & Special conditions of contract(GSCC)-- for Services jobs" on the web page www.bhelsnr.co.in of BHEL PSNR are accepted.

Sign of contractor: _____

Date:

Seal

PRE QUALIFICATION CRITERIA (Annexure D)

JOB: "REPAIR OF STORES, OFFICE AND BHEL QUARTERS PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P."

SL. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria
		Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed. (if applicable)	Not Applicable
B	Assessment of Capacity of Bidder to execute the work as per clause assessment of capacity of NIT (if applicable)	Not Applicable
C	FINANCIAL CRITERIA	Applicable
C-1	TURNOVER Tenderers should have an average annual turnover minimum of INR 6.00 Lacs of last three Financial Years (2010-2011, 2011-2012, 2012-13). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.	
C-2	NETWORTH Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three years defined in 'C-1' above based on latest Audited Accounts.	
D	TECHNICAL CRITERIA	
a	Bidder who wish to participate should have executed, during last Seven years, as on the date of opening of Technical Bid CIVIL Works i.e. Construction/repair of buildings/office/stores as per the following: 1. One single work of similar nature valuing INR 16.00 Lacs or above "OR" 2. Two works of similar nature valuing each of INR 10.00 Lacs or above "OR" 3. Three works of similar nature valuing each of INR Rs 8.00 Lacs above	
E	APPROVAL OF CUSTOMER (IF APPLICABLE) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer	Not Applicable
F	Consortium criteria (if applicable)	Not Applicable
Explanatory Notes for QR 'D'		
1. For QR D above the word 'Executed' means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed.		

2. For QR D value of work is to be updated as per the PVC formula of GCC with, indices for 'All India Avg. Consumer Price index for industrial workers' (i.e 'K' in this case shall be 80%) with base month as date of execution (completion of contract/work) and indexed up to two months prior to bid opening month. This condition will be applicable only for the completed jobs and not for the jobs in progress, as on date of technical bid opening.
3. If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. For QR, Similar Nature Means:
Enabling (Civil Work i.e. Construction/maintenance of buildings/office/stores).
5. Relevant documents, meeting above requirements at C, D and annexure-I shall be submitted by bidders. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexure.

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FOR

WORK OF " REPAIR OF STORE, OFFICE AND BHEL QUARTERS
PROVIDED BY UPRVUNL AT OBRA, SONEBHADRA U.P.

PART II – PRICE BID



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northren Region,

Plot No. 7, 4th floor ADVANT NAVISH BUSINESS PARK

SECTOR-142' NOIDA TO GR-NOIDA EXPRESS WAY,

Noida-201305, Distt-Gautam Budh Nagar (UP).INDIA

Phone: 0120-6748105/6748116

Fax 091-0120-2515438 / 2515467

Email: lnp@bhelsnr.co.in/vkrai@bhelsnr.co.in



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Power Sector – Northern Region,
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Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II, Price bid** (also indicating on each of the cover tender specification no. date and time as mentioned in tender notice

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, "Technical specifications & Special terms and conditions" (Part-I) issued by BHEL shall be enclosed in **Part-I Technical Bid only**. All schedules, data sheets and details called for in the specification shall be submitted along with Technical bid. All details/Data/Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that Price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover-I & II shall together be enclosed in a **Third envelope (Cover-III)** and this sealed cover shall be superscribed with Tender specification No., due date, time and submitted to officer inviting as indicated in tender notice on or before due date as indicated.



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Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
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Distt. Gautam Budh Nagar, NOIDA – 201 30
Phone: 0091-0120-2515410 / 2515441 / 2515449
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Email: ssr@bhelpsnr.co.in/lnp@bhelpsnr.co.in

PRICE BID

Tender No. : VNS/OBRA/CIVIL/14_034 Date : 14/07/2014

**SUBJECT: " REPAIR OF STORE, OFFICE AND BHEL QUARTERS PROVIDED
BY UPRVUNL AT OBRA, SONEBHADRA U.P.**

NAME & ADDRESS	
OFFER NO.	
OFFER DATE	

Rates are quoted as below and are Inclusive of Service Tax after considering CENVAT Credit.

1	Lumpsum (LS) price for the entire scope of work as per Annexure-A (inclusive of all consumables, input materials and supervision) Total price for the BOQ against this tender (BOQ Sl. No. A to Sl. No.C)	(Amount In Figure) Rs. : (Amount in Words) Rupees :
2	Extra work rate on per man hour basis (inclusive of supervision, T&P, consumables and other works)	Rs. 60.00 only (Rupees Sixty Only)

NOTES FOR RATE SCHEDULE

- Evaluation shall be done on Total quoted Price for BOQ attached with subject tender.
(Total Quoted price for BOQ Sl No. A to Sl No. C)
- Award shall be done considering all the items and respective quantities mentioned.
- In case of conflict between Unit Rate and Total Amount, 'Unit Rate' shall be considered for evaluation and award.
- The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
- In case omission in quoting any rate, the evaluation will be done considering the highest quoted rates obtained against that item. But the work, if awarded, will be on the lowest quoted rate obtained against that item.
- The quantities indicated above are tentative and is liable to vary depending upon the site requirement. The contractor has to handle / erect / commission all items indicated by BHEL Engineer for achieving unit wise milestone and completion of work and accordingly the final contract price shall be worked out on the basis of quantities actually erected at site and payments will also be regulated for the same.
- Identification/classification of the items and quantity shall be certified by BHEL Site Engineer for billing purpose. In all such cases the BHEL engineer decision is final and binding.

Signature of Tenderer: _____

Date :

Seal

BANK GUARANTEE FOR PAYMENT OF ADVANCE

B.G. No.

Date

This deed of Guarantee made this _____ day of _____ two thousand _____ by _____ (Bank) hereinafter called the "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 Company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110049 through its unit at Power Sector-Northern Region, Noida, Distt. Gautam Budh Nagar, (U.P.) India, hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. _____ (hereinafter referred to as the Contractor) have entered into a Contract arising out of Letter of Intent no. _____ dtd _____ (hereinafter referred to as "the Contract") for the --< Name of work >-- with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest bearing advance of Rs. _____ (Rupees _____ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs. _____ (Rupees _____ only) in favour of the Company.

AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.

AND WHEREAS the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the Company.

NOW THIS DEED WITNESSES AS FOLLOWS:-

- (1) In consideration of the Company having agreed to advance a sum of Rs. _____ (Rupees _____ only) to the Contractor, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and/or the said advance together with interest as aforesaid is not fully recovered by the Company the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs. _____ (Rupees _____ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.
- (2) The decision of the Company whether the Contractor has failed to utilise the said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs. _____ with interest if any shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor 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 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 or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor and either enforce or forebear 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 reasons of time being given to the Contractor or any other forbearance, act or commission on the part of the Company or any indulgence by the Company to the Contractor 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 agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after _____ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before 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.