INDEX

SN	Description	Form No	Remarks
1.0	Forms		
1.1	Offer forwarding Letter/Submission of Tender	F-1 (Rev 00)	
1.2	Declaration by Authorised Signatory	F-2 (Rev 00)	
1.3	No Deviation Certificate	F-3 (Rev 00)	
1.4	Declaration confirming knowledge about Site Conditions	F-4 (Rev 00)	
1.5	Declaration for relation in BHEL	F-5 (Rev 00)	
1.6	Non Disclosure Certificate	F-6 (Rev 00)	
1.7	Bank Account Details for E-Payment	F-7 (Rev 00)	
1.8	Form for seeking clarifications	F-8 (Rev 00)	
1.9	Capacity Evaluation of Bidder for current Tender	F-9 (Rev 00)	
1.10	Contract Agreement	F-10 (Rev 00)	
1.11	Bank Guarantee for Security Deposit	F-11 (Rev 00)	
1.12	Bank Guarantee for ~~Interest Bearing Refundable~~ Advance	F-12 (Rev 00)	
1.13	Extension of Validity of Bank Guarantee	F-13 (Rev 00)	
1.14	Monthly Plan & Review with Contractors	F-14 (Rev 00)	
1.15	Monthly Performance Evaluation of Contractor	F-15 (Rev 01)	Revised
1.16	~~Evaluation of Contractor Performance (Quarterly)~~	~~F-16 (Rev 00)~~	Deleted
1.17	Evaluation of Contractor Performance (Annual)	F-17 (Rev 01)	Under revision ##
1.18	Evaluation of Contractor Performance for the Contract (Overall)	F-18 (Rev 01)	Under revision ##

SN	Description	Form No	Remarks
1.19	Milestone Completion Certificate	F-19 (Rev 00)	
1.20	Completion Certificate	F-20 (Rev 01)	Revised
1.21	Indemnity Bond	F-21 (Rev 00)	
1.22	Consortium Agreement	F-22 (Rev 00)	
1.23	Refund of Security Deposit	F-23 (Rev 00)	
1.24	Refund of Guarantee Money	F-24 (WAM-11)	
1.25	Power of Attorney for Submission of Tender/Signing Contract Agreement	F-25 (Rev 00)	
1.26	Analysis of Unit Rates Quoted	F-26 (Rev 00)	
1.27	RA Bill Format	WAM-6	
1.28	Final Bill Submission format with No Claim Certificate and No Demand Certificate	WAM-7	
1.29	PROFORMA FOR PERFORMANCE BANK GUARANTEE		
1.30	BANK GUARANTEE FOR SD CUM PBG BOND		
2.0	**Procedures**		
2.1	Procedure and Business Rules for Reverse Auction	As per Company Policy	
2.2	Integrity Pact	As per Company Policy	
3.0	**Customer specific procedures**		
3.1			

- BANK GUARANTEE FORMATS FOR "RELEASE OF AMOUNTS WITHED/ LIQUIDATED DAMAGES AMOUNT", "SUPPLY FREE ISSUE MATERIAL" & "EARNEST MONEY" IS ALSO GIVEN.

: will be released later

Form No: F-01 (Rev 00)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:……. Date:……

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Submission of Offer against Tender Specification No: ……

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-…… ……., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed doc uments connected with t he above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder
Signature :
Name :
Address :

Place:
Date:

Form No: F-02 (Rev 00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory
Ref : 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

Form No: F-03 (Rev 00)

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : No Deviation Certificate
Ref : 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Form No: F-04 (Rev 00)

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration confirming knowledge about Site conditions
Ref : 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Pr oject Site as referred in BHEL Tender Specificat ions and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to c arry out work as detailed in abov e mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date :

Place:

Form No: F-05 (Rev 00)

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration for relation in BHEL
Ref : 1) NIT/Tender Specification No: ……,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:
   (i)
   (ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

Form No: F-06 (Rev 00)

NON DISCLOSURE CERTIFICATE
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s…….
who are subm itting offer for providing services to BHEL PS __ against Tender Specification No:_____ _____,
hereby undertake to comply with the following in line with Information Security Policy of BHEL PS ___, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

Form No: F-07 (Rev 00)

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

---

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

7. Beneficiary E-mail ID :
   (for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

Form No: F-08 (Rev 00)

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Request for Clarification
Ref : 1) NIT/Tender Specification No: ……,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

Form No: F-09 (Rev 00)

CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETED	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							

NOTES:

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.
2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.
3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

Signature

DATE :
PLACE:

Name, Designation & Seal of Bidder

CONTRACT AGREEMENT Form No: F-10 (Rev 00)

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – …….. Region

CONTRACT AGREEMENT

AGREEMENT NO._____ _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

_____ _____
SIGNATURE OF CONTRACTOR (SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____DAY OF_____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____
_____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s ----------state that they have acquired and possess extensive experience in the field of ----------
And Whereas in response to an Invitation to Tender No. ---------- issued by BHEL for execution of ---------- the contractor submitted their offer No.----------dated ----------And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.---------- ---------- dated ----------read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of ---------- ----------and more particularly described in Tender Specification No ----------including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated ----------and such other instructions, Drawings, Specifications given to him from time to time by BHEL.

2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ---------- for a sum of Rs.---------- towards satisfactory performance and completion of the Contract.

3. The Contractor has furnished a Bank Guarantee bearing no.----------dated ----------for a sum of Rs.----------executed by ---------- ---------- in favour of BHEL towards Security Deposit valid upto ---------

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.----------in the form of cash / approved Securities/ B.G No.---------- dated ---------- for Rs.---------- executed by ---------- ---------- in favour of BHEL valid upto --- ---------- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.-----(Rs.---------- vide Bank draft No.--- ----------dated ----------and by adjusting EMD of Rs.---------- submitted vide Bank draft No.---------- dt.---------) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.---------- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.----------

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

9. That this Agreement shall be deemed to have come into force from -------- the date on which the letter of intent has been issued to the Contractor.

10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No----------
   and the documents specified therein.
2. Contractor's Offer No----------
   dated----------.
3. _____
4. _____
5. _____
6. Letter of Intent No_____ dated_____.
7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS (CONTRACTOR)

(to be signed by a person holding
1. a valid Power of Attorney)

2.

WITNESS (For and on behalf of BHEL)

1.

2.

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at_____ [1] (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No._____ [2] dated _____[2] valued at Rs……[2] (Rupees ----------)[2] for <Nature of the Work>[3] (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____ [4] (Rupees _____ only), we ____(indicate the name and address of the Bank) having its Head Office at _____(address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs._____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____(indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____ [5] or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____[6], (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, ____(indicate the name of the Bank)_____further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
We,……. BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]
b) This Guarantee shall be valid up to ……[8]
c) Unless the Bank is served a written claim or demand on or before _____[9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ____(indicate the name of the Bank)____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

Date _____ Day of _____

for____(indicate the name of the Bank)__

(Signature of Authorised signatory)

[1] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS.*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at_____ [1] (hereinafter called "the Contractor" which expression shall include its successors and permitted assigns) a contract Ref No……dated ……[2]valued at Rs……(Rupees ----------) for <Nature of Work> [3](hereinafter called the 'Contract')

AND WHEREAS the Employer has agreed to advance to the Contractor, a sum of Rs…….. (Rupees…….. only), equivalent to _____% of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by undertaking guarantee for Rs ---------- (Rupees ----------)[4] from a Bank as hereinafter appearing.

We, ……, (hereinafter referred to as the Bank), having registered/Head office at ……. and a branch at …… being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums upto a maximum amount but not exceeding Rs ---------- (Rupees ----------).

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We the ……Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We …….. Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including…….. [5] and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ……[6] (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this Guarantee.

We, …… BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]
b) This Guarantee shall be valid up to …….[8]
c) Unless the Bank is served a written claim or demand on or before _____ [9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Date…….
Place of Issue…….

[1] *NAME OF VENDOR /CONTRACTOR / SUPPLIER*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

Form No: F-13 (Rev 00)

FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

---

BANK GUARANTEE No: Date:……..

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:……. Dated ……. for ……. Rs …… in favour of yourself, expiry date ……., on account of M/s …… in respect of Contract Number..……., (herein after called the Original bank Guarantee)

At the request of M/s…….., we …….. Bank, having its branch Office at …….. and having Head office at ……, do hereby extend our liability under the above mentioned Bank Guarantee number…….. dated …… for a further period of ……..Months/years from …… to expire on ……..

Except as provided above, all other terms and conditions of the Original Bank Guarantee No ……. Dated…… shall remain unaltered and binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it would be attached.

Yours faithfully

Signature…….
Name & Designation……..
Power of Attorney/Signing Power No
Seal of Bank

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		**Vendor**			**Package/Unit**	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	1.5		Quality Officer or his authorised nominee should be available for all the days of working at site	Daily Log Book entry/Incident Registers/letter references
#1.02	Number of instances of non- compliance wrt FQP, Standard Drawings, Specifications, E&C Manuals etc.	QUALITY	1.5		No deviation from FQP, Standard Drawings, Specifications, E&C Manuals etc. is allowed without BHEL Engineer's approval.	Daily Log Book entry/Incident Registers/letter references
#1.03	Percentage submission of test certificates for batches of welding electrodes, cement, sand, aggregate, consumable, Paints etc. as applicable for this month OR In case of MM & MH package, monthly checks for Storage/Preservation of material.	QUALITY	1		Submission of 100% Test certificates for materials as per FQP is mandatory. MM & MH package: Storage/Preservation as per manual/procedure.	Daily Log Book entry/Incident Registers/letter references
#1.04	Number of incidences of improper storage & preservation (not in accordance to the guidelines of BHEL MUs or approved FQP) of materials, consumables (viz. gases, welding electrodes & fluxes, fuel etc.) & bought-out items (paints, fasteners etc.) under the custody of the contractor	QUALITY	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#1.05	Rework/ Rejection instances in a month necessitated due to deviation from Standard Drawings /Specifications /Manuals /E&C procedures /FQPs or due to Poor Workmanship by contractor	QUALITY	2		Reworks/ Rejection should be as minimum as possible. Total number of reworks/ rejections due to reasons attributable to contractor.	Daily Log Book entry/Incident Registers/letter references
#1.06	Delay in preparation & submission of signed protocols / log sheets / site register / NDT test reports as per approved FQP/ Qualified Welder List along with photocopies of Welder ID cards / Welder Performance Evaluation records etc. in the month OR in case of MM / MH package reconciliation statement / verification report.	QUALITY	1		Within 2 days of measurements taken or within first 3 working days of next month, as advised by BHEL Engineer	Daily Log Book entry/Incident Registers/letter references
#1.07	Number of instances for Major equipment/product failure due to negligence/improper work/poor workmanship by contractor	QUALITY	1		No such event should happen	Daily Log Book entry/Incident Registers/letter references
#1.08	Total number of complaints received in the month on the quality of finish / aesthetics	QUALITY	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		**Vendor**			**Package/Unit**	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#2.01	Cumulative number of days of delay in submission of Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14) and relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading / storage plans etc.as applicable.	PERFORMANCE	5		Number of days delayed from second working day of the month	Daily Log Book entry/Incident Registers/letter references
#2.02	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	1.5		Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/Incident Registers/letter references
#2.03	Number of days delayed for submission of FQP log sheets / protocols / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	1.5		Number of days delayed/Scheduled date is first 2 working days of next month	Daily Log Book entry/Incident Registers/letter references
#2.04	Percentage Shortfall attributable to contractor w.r.t. “Plan - Shortfall attributable to BHEL” for the month as per Form-14	PERFORMANCE	35		As per Part-A of Form-14	Progress review formats
#2.05	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month	PERFORMANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#2.06	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	PERFORMANCE	1		Total number of instances	Daily Log Book entry/Incident Registers/letter references
#2.07	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour	PERFORMANCE	2		Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.08	Number of times rework was refused by contractor	PERFORMANCE	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		**Vendor**			**Package/Unit**	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#2.09	Cumulative number of days in the month recording / logging was not done in daily log / history register / hindrance register / soft form in a PC maintained at BHEL Site Office	PERFORMANCE	1		Cumulative number of days recording or logging was not done / all days of the month	Daily Log Book entry/Incident Registers/letter references
#3.01	Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	7		As per Part-B2 of Form-14	Daily Log Book entry/Incident Registers/letter references
#3.02	Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	7		As per Part-B1 of Form-14	Daily Log Book entry/Incident Registers/letter references
#3.03	Cumulative number of major instances in the month hampering / affecting progress of work due to breakdown or non-availability of major T&P and MME for the work, under the scope of Contractor	RESOURCES	3		Cumulative number of instances	Daily Log Book entry/Incident Registers/letter references
#3.04	Cumulative number of major instances in the month hampering / affecting progress of work due to non-availability of Consumables/ use of improper consumables under the scope of contractor	RESOURCES	3		Cumulative number of instances	Daily Log Book entry/Incident Registers/letter references
#4.01	Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW Compliance etc. and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc. as applicable	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#4.02	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assembly area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.5		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.03	Cumulative number of days of non-availability of well-maintained toilets facilities for workers (separate for men and women) and non-availability of potable drinking water stations for workers in specified areas.	SITE INFRASTRUCTURE & SERVICE	1		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		**Vendor**			**Package/Unit**	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#4.04	Total number of instances in the month, Housekeeping NOT attended to in spite of instructions by BHEL -i.e. removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc. from the working area to identified locations	SITE INFRASTRUCTURE & SERVICE	2		Total number of non-compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.05	Total number of instances in a month, Site Office with reasonably good facilities including enough nos. of computers and printers etc. for use by office and supporting staff was not made available/maintained.	SITE INFRASTRUCTURE & SERVICE	0.5		No discrepancy during regular or surprise visits	Photograph and report of the Engineer
#5.01	Number of days delayed in making labour payments for the last month	SITE FINANCE	2		Number of days delayed / Scheduled date is 7th day of next month	Daily Log Book entry/Incident Registers/letter references
#5.02	Number of complaints from labour/ sub supplier/ sub-contractor for non-receipt of payments from contractor	SITE FINANCE	1.5		Total number of complaints or reporting	Daily Log Book entry/Incident Registers/letter references
#5.03	Number of times the site operations were hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	1.5		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#6.01	Cumulative number of days in a month the nominated Safety Officer was not available	HSE & SA	1		Safety Officer should be available for all the days	Daily Log Book entry/Incident Registers/letter references
#6.02	Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer	HSE & SA	0.5		Safety meetings to be held every week	Copy of Minutes of meeting
#6.03	Level of compliance w.r.t decisions taken in previous Safety meetings	HSE & SA	0.5		Number of consolidated issues discussed in Safety meetings	Copy of Minutes of meeting, Non-compliance intimation documents from BHEL site
#6.04	Delay in submission of monthly report on safety (including electrical safety for equipment & personnel etc.) in the prescribed form	HSE & SA	1		Number of days delayed/Scheduled date is third working day of next month	Daily Log Book entry/Incident Registers/letter references
#6.05	Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc.	HSE & SA	0.5		Number of days delayed/Scheduled date is within 24 Hrs of occurrence/notice of incidence	Copy of FIR lodged by Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		**Vendor**			**Package/Unit**	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
#6.06	Number of times written(email, letters etc.) warning issued for non-availability/ use of improper Fall protection and rescue arrangement as lifeline, fall arrestors, safety net, hand-railings, covered floors, man-basket, rescue basket & kit etc. by the contractor	HSE & SA	2		Total number of non-compliances	Daily Log Book entry/Incident Registers/letter references
#6.07	Number of times punitive fines imposed for unsafe practices as per contract like non-availability/use of PPEs as safety shoes, helmets, goggles, gloves, lifeline, safety belts etc.	HSE & SA	1		Total number of non-compliances	Non-compliance intimation documents from BHEL site
#6.08	Percentage compliance to Emergency preparedness and response plan: Portable Fire-extinguishers, Buckets, Fire-wardens, display of emergency numbers, mock-drills, Hazard Identification and Risk Assessment(HIRA) etc.	HSE & SA	1		Compliance should be 100% as per HSE Plan or as finalized in Safety Meetings	Non-compliance intimation documents from BHEL site
#6.09	Number of times the agency has defaulted on display of safety posters / safety slogans / safety barriers/emergency numbers etc. in identified areas	HSE & SA	0.5		Total number of instances	Non-compliance intimation documents from BHEL site
#6.10	Non compliances observed during HSE and Safety Audit	HSE & SA	0.5		Total number of non-compliances	Non-compliance intimation documents from BHEL site, Audit Reports
#6.11	Cumulative number of days in the month, non-availability of First Aid Kit, First Aider & Emergency Vehicles/Ambulance.	HSE & SA	0.5		Cumulative number of days	Non-compliance intimation documents from BHEL site
#6.12	Number of days taken for submission of Root Cause analysis (RCA) for the accident from the cut-off date intimated by BHEL for submission of RCA	HSE & SA	0.5		Number of days delayed/Scheduled date is cut-off date intimated by BHEL	Daily Log Book entry/Incident Registers/letter references
#6.13	Non conductance of training (induction, job specific, height work etc.), tool box meeting and health check-up as per Contract requirements	HSE & SA	0.5		Number of incidences of non-conductance during the month	Daily Log Book entry/Incident Registers/letter references
		Total	100			

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		**Vendor**			**Package/Unit**	
Sl. No.	Parameter for Measurement	Classification	Max Score	Score Obtained	Measurement Key/Scheduled date	Supporting Documents
Less Deduction in Score Due to Major Accidents (Fatal, Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident,, Major Damage to Equipment etc.) attributable to the contractor @ 3 points/ accident						
Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 1 point/ accident						
Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @2 points in a month on verification any day						
				Final Score		

Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	50	
RESOURCES	20	
SITE INFRASTRUCTURE & SERVICE	5	
SITE FINANCE	5	
HSE & SA	10	
OTHERS (deductions if any)	0	
TOTAL	**100**	

Note:

1) It is only indicative and shall be as per the online format issued by BHEL time to time.
2) No request will be entertained after specified date of current month w.r.t. changes requested in the scores of immediate previous month.

Form No: F-19 (Rev 00)

MILESTONE COMPLETION CERTIFICATE
(issued by BHEL on the specific request of Contractor)

Ref :
Date:

To,

(Name & address of Contractor)

Dear Sir,

References
1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

Sl No	Milestone Activity	Remarks

This certificate is issued as per your request vide letter no ……. without any prejudice to the rights of BHEL in line with the terms and conditions of the above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

Form No: F-20 (Rev 01)

CONTRACT COMPLETION CERTIFICATE
(Issued by BHEL/HQ on the specific request of Contractor)

Ref :
Date:

To Whom so ever it may concern

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT NO & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	
9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY

This certificate is issued as per your request vide letter no ……
without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

Form No: F-21 (Rev 00)

INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> 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, Asiad, New Delhi - 110049 through its Unit at Power Sector- _____ Region, ____ _____, _____ State. (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor . That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxx.

Signed for and on behalf of
M/s xxxxxxxxxxxxxxx

<u>Witness:</u>
1
2

Form No: F-22 (Rev 00)

CONSORTIUM AGREEMENT

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____ , (The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at _____ _____(herein after called the "Bidder", which expression shall incl ude its' successors, administrators, executors and permitted assigns) and (2) M/s _____ _____, (The Second Party, i.e, the associates), a company incorporated under th e Company's Act 1956, having its registered office at _____ (herein after called the " Associates", whic h expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electr icals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from t he individual Bidders for undertaking the work of _____, at _____ (herein after referred to as the said works).

WHEREAS the said NIT enables submis sion of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____ _____ (The F irst Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for _____ as detailed in the Bid doc. no. < TENDER REF-------->

AND WHEREAS M/s _____ _____ (The First Party, i.e the Bidder) itself is meeti ng all the qualifying requirem ents except the qualifying requirements of _____ _____ (as detailed in the NIT) and in order to fully meet t he qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the Ass ociates) , who fully meet the balanc e part of the said work s (_____).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute them selves into a consortium for the purpose of carrying out the said works, and that t he consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agr eed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidd ing and undertaking the said works pursuant to the said NIT as hereinafter stated.

2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

CONSORTIUM AGREEMENT

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely _____ _____ __

4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely _____ _____ __

5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.

6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.

8. It is agreed interse between t he parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided however, so far as M/s Bharat Hea vy Electricals Limited is concer ned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at _____(Place) .

WITNESS For

1. NAME (FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS For

1. NAME (SECOND PARTY)

2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].

Form No: F-23 (Rev 00)

REFUND OF SECURITY DEPOSIT

To,
The Construction Manager
BHEL Site Office

Dear Sir,

Sub : Refund of Security Deposit
Ref : Contract No: ……,
Work:……..
I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:…… dated …….. . In line wit h Tender c onditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: _____ Authorised representative of Contractor

==========

To be filled up by BHEL

1. Security Deposit to be refunded:
   a. Cash Portion:
   b. BG Portion :
2. Less
   a. Amount spent by BHEL on behalf of Contractor:
   b. Payments made by BHEL on behalf of Contractor:
   c. Other recoveries for Services etc
   d. Any other recoveries
   e. Total of 'a' to 'd':
3. Net Amount to be released (1-2) :
4. Certified that
   a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
   b. Contract Guarantee period of …… Months commenced wef :_____
   c. All objections raised so far have been settled
   d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Construction Manager

Date:----------

Form No: F-24 (Rev 00)

REFUND OF GUARANTEE MONEY

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR, _____ REGION

Ref No: Date:

1. Name and Address of Contractor :
2. Contract Agreement/LOI No :
3. Date of Contract Agreement/LOI :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance (Guarantee Period) :
8. Date on which the Final Bill was paid :
9. Last date of making good the defect during Maintenance Period :
10. Expenditure incurred by BHEL during Maintenance Period, if any, recoverable :
11. Date on which Guarantee Money refund: falls due as per Contract
12. Amount of Guarantee Money to be refunded:
13. Less Amounts recoverable (with details)
    a. Amount spent by BHEL on maintenance :
    b. Payments made by BHEL on behalf of Contractor:
    c. Court dues/penalties/compensation :
    d. Other recoveries for Services, etc :
    e. Total of ‘a’ to ‘d’ :
14. Net Amount recommended for release (12-13) :

Signature of BHEL Engineer

Date: _____

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHEL_____, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI (No_____ dated _____) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Signature of Contractor

Date:

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER

1. Certified that
   a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
   b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
   c. All objections raised so far have been settled
   d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Construction Manager

Date:----------

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Rs_____ (Rupees _____ only)

Accountant Accounts Officer

ACKNOWLEDGE BY THE CONTRACTOR

Received Rs _____ in full and final settlement of my/our claim

Signature of Contractor

Date:

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr …… …….. , whose signature given below herewith to be true and lawful Attorney of M/s…… hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with …… …… …… vide Tender Specification No : _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr……(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Form No: F-26 (Rev 00)

ANALYSIS OF UNIT RATES QUOTED

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:…… Date:……

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Analysis of Unit Rates Quoted
Ref : Tender Specification No: ……

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	TOTAL	100%	

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Form WAM 6

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION……
Running Account Bill
(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor: Departmental Bill no: Date:
Name of the Work: Division: Sub-Division:
Sanctioned Estimate: Date of written order to commence the work :
Code No: Date of commencement of the Work:
Contract Agreement No : Dated: Due date of completion as per Agreement:

1. ACCOUNT OF WORK EXECUTED

On account payment for work not previously previously measured**			Item No of	Description of Work	Quantity as per agree-ment	Quantity executed up to date	Rate	Unit	Payment on the basis of actual measure-ment up to date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill		Remarks
Total As per Running Account bill	since last running account bill	Total up to date											
Rs.	Rs.	Rs.					Rs.	P.	Rs.	P.	Rs.	P.	
1	2	3	4	5	6	7	8	9	10	11	12		13

* *1. Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12.
2. whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

Form WAM 6 (contd...)

1	2	3	4	5	6	7	8	9	10	11	12	13

	Total value of work done up to date	(A) …
Running Account Bill	Deduct value of work shown on the last (B) …	
	Net value of work done since last	(C) …

Rupees (in words)
……only.

Form WAM 6 (contd...)

II.MEMORANDUM OF PAYMENTS

		Rs. P.	I Rs. P.	II Rs. P.
1.Total value of work actually measured as per Account No. I. Column 10	(A)	……		……
2.Total up to date 'on account' payment for work covered by approximate Or plan measurements as per Account No. I, Column 3	(B)	……		……
3.Total up to date secured advances on security of materials as per column 8 Of the enclosed Account (Form WAM 10)	(C)	……		……
4.Total up to date payments [(A) + (B) + (C)]	(D)	……		……
5.Total amount of payments already made as per Entry (D) of last Running Account Bill No…….. Dated……forwarde to the Accounts Office on ……	(E)			
6.Balance [(D)-(E)]		……		
7.Payments now to be made:				
a) by cash/cheque			……	
b) by deduction for value of materials supplied				
c) by BHEL vide Annexure A attached			……	
d) by deduction for hire of tools and plant vide				

Annexure B attached ……..

e) by deduction for other charges vide Annexure C

Attached ……

f)by deduction on account of security deposit ……

h) by deduction on account of Income Tax …… ……..

Note: Amounts relating to items 4 to 6 above should be entere in column II and those relating to item 7 in column I. The amount shownagainst item 6 and the total of item 7 should agree with each other.

III.CERTIFICATE OF THE ENGINEER IN CHARGE Form WAM 6 (contd...)

1. The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by……and are recorded at pages……..of
(Name and Designation)

Measurement Book No ……..

2. Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc, forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D).
3. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor Signature of Engineer in charge

Date: Designation:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that measurements have been check measured to the prescribed extent by ……... ……at site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages……)
(Name and Designation)
2. Certified that all the measurements recorded in the measurement book have been correctly billed for
3. Certified that all recoberable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide Annexures A to C attached.

Certified for payment * of Rs……(Rupees……only)
To be paid in cash/by cheque in the presence of ……

ALLOCATION

The expenditure is chargeable as under and to be included in the accounts for……20……

Ledger Head	Debit (Gross amount) Rs. P.	Credit (Deductions) Rs. P.
_____	_____	_____
Total	_____	_____
	_____	_____

* Here specify the net amount payable.

Signature of Senior Engineer
Date:

Form WAM 6 (contd...)

V.ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No ……Dated……..
Entered in Journal Book vide entry No…….Dated……
Passed for……Rs……
Less Deductions……..Rs……
Net Amount Payable……Rs……...
(Rupees……only)
Payable to Shri/M/s……by cheque/cash
Entered in Contractor's Ledger No……Page……..

ALLOCATION

Estimate No: Code no:
Name of the Work:

Ledger Head	Debit (Gross amount) Rs. P.	Credit (Deductions) Rs. P.
_ _ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _ _ _
	_ _ _ _ _ _ _ _	_ _ _ _ _ _ _ _ _ _

Total _

Assistant Date: Accountant Date: Account Officer Date:

VI. Received Rs……(Rupees……only) as per Memorandum of Payments on account of this work.

Signature of witness
Address :

Date:

Revenue

Stamp
Signature of Contractor
Date:

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date:

Amount paid Rs…….

Amount unpaid Rs…….

Total Rs…….

Signature of Cashier
Date:

Form WAM 6 (contd...)

ANNEXURE A

Statement showing details of materials issued to the contractor Shri/M/s……

In respect of Contract Agreement No ……..Dated……

Sl. No.	Stores issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorp-rated in the work	Whether recover-able from the contrac-tor or supplied free	If recoverable from the contractor				REMARKS
							Rate at which recover-able	Amount recover-able	Amount recover-ed up to previous bill	Balance now recover-ed	
							Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12
					Total						

Signature of contractor

Date:

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

Form WAM 6 (contd...)

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s……

In respect of Contract Agreement No ……..Dated……

Sl. No	Description of tools and plant issued	Period for which Issued	Rate at which recovery Is to be Made Rs. P.	Amount recover-able Rs. P.	Amount recovered upto previous bill Rs. P.	Balance now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8
			Total				

Signature of contractor | Signature of Engineer in Charge | Signature of Senior Engineer

Date: | Date: | Date:

Form WAM 6 (contd...)

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s……..……

In respect of Contract Agreement No ……..Dated……

Sl. No	Particulars	Unit	Quantity	Rate	Amount recover-able	Amount recovered upto pre-vious bill	Amount now recovered	Remarks
				Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9
1.			Water Charges					
2.			Electricity charges					
3.			Seignorage charges					
4.			Medical charges					
5.	Empty containers not returned		Cost of empty gunny bags and					
6.								
7.								
8.								
9.								

10.

Total _____

Signature of contractor | Signature of Engineer in Charge | Signature of Senior Engineer

Date: | Date: | Date:

Form WAM 6 (contd...)

ANNEXURE D

Name of the Contractor: Contract Agreement No:
Name of the Work: Date:

Sl. No.	Description of item	Unit	Quantity as per Agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement Rs. P.
1	2	3	4	5	6	7	8

Rate as the executed with any Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Amount further anticipated Rs. P.	Total amount anticipated on completion Rs. P.	Difference _ _ _ _ _ _ _ _ _ _ _ _ Excess Rs. P.	savings Rs. P.	Reason for deviation authority, if
9	10	11	12	13	14	15	16

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION……
……And Final bill
(Para 4.3.2 Of Works Accounts Manual)

Name of Contractor		Departmental Bill no		Date	
Name of the Work		Division		Division	
Sanctioned Estimate		Date of written order to commence the work			
Contract Agreement/work Order No		Date of commencement of work			
		Due date of completion as per agreement			
		Date of actual completion of the work			

I. ACCOUNT OF WORK EXECUTED

On Account payment for the work not previously measured **			Item No of the agreement/ work order	Description of work	Quantity as per agreement	Quantity executed up to date	Rate Rs. P	Unit	Payment on the basis of actual measurement up to date Rs P	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill Rs P	Remarks
Total as per last running account bill Rs.	Since last running account bill Rs	Total up to date Rs										
1	2	3	4	5	6	7	8	9	10	11	12	13

1	2	3	4	5	6	7	8	9	10	11	12	13
Total Value of Work Done up to date (A)												
Deduct Value of work shown on the last running account bill (B)												
Net value of work done since last running account bill (C)												
Rupees (In Words)……………………………………Only												

BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR - EASTERN REGION, KOLKATA
TENDER NO. PSER:SCT:NKP-M2074:20

II MEMORANDUM OF PAYMENT

				Rs. P
1	Total Value of work actually measured as per Account no I coloumn 10		(A)	
2	Deduct amount of paym,ents already made as per last running account bill No …… Dated…… Forwarded to the Accounts Office on ……..		(B)	
3	Payments now to be made { (A) - (B)}		(C)	
4	Deduct ammounts recoverable from the contractor on account of :		Rs P	
	a	Material suplied by BHEL vide annexure A attached		
	b	Hire of Tools & Plants vide Annexure B attached		
	c	Other charges vide Annexure C attached		
	d	Income Tax		
		Total deduction		
5	Balance			
6	Refund of 50% of security deposite on completion of work			
7	Net amount to be paid to the Contractor			

III. CERTIFICATE OF THE ENGINEER IN CHARGE

1	The measurement on which the entries in coulmns 7 to 12 of Part I of this bill (Account of work executed) are based were made by …….. (Name and designation)
2	A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge

Designation

IV CERTIFICATE OF THE SENIOR ENGINEER

1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and

2 Cretified that the measurements have been check measured to the prescribed extent by …… …… (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide pages…… ….)

3 Certified that the methods of measurement are correct

4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc

5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.

6 Certified that all the recoverable amounts in respect of stores, tools and pa\lant, e\water, electricity charges etc, have been correctly made vide Annexures A

7 Certified that the issues of all stores as per statement atytached (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of * Rs ……. (Rupees…… (Only). To be paid in cash/by cheque in the presence of ……..

ALLOCATION

The expenditure as under and to be included in the accounts for ……19

Ledger Head	Debit (Gross Amount) Rs. P	Credit (Deduction) Rs. P
……..	……..	……
Total	……	……

* Here specify the net amount payable

Signature of Senior Engineer

Date

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Account Bill no…… Dated ……
Entered in Journal book vide entry No……Dated……
Passed for……Rs……..
Less Deductions……Rs……
(Rupees……Only)
Payable to Shri/M/s……... by cheque/cash
Entered in contractors' Ledger no..... Page

Assistant Accountant Accounts officer
Date: Date: Date:

ALLOCATION

Estimate No: Code No
Name of the Work ……

Ledger Head	Debit (Gross Amount) Rs P	Credit (Deduction) Rs
…….	.....	.....
Total	.....	.....

VI. Received Rs……..(Rupees……..Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness
Address

Revenue Stamp
Signature of Contractor
Date:

VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

Amount Paid Rs……
Amount unpaid Rs……..
Total Rs……..

Signature of Cashier
Date:

BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR - EASTERN REGION, KOLKATA
TENDER NO. PSER:SCT:NKP-M2074:20

ANNEXURE A

Part I

Statement showing details of material issued to the contractor Shri/M/s…….. In respect of Contract Agreement/Work Order No…….. Dated …….

Sl No	Stores Issue voucher No and date	Issue voucher No and date alloted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from contractor				Remarks
							Rate at which recoverable Rs P	Amount Recoverable Rs P	Amount recoverable upto previous bill Rs P	Balance Now recovered Rs P	
1	2	3	4	5	6	7	8	9	10	11	12
						Total	……				
	Signature of Contractor					Signature of Engineer in charge				Signature of Senior Engineer	
	Date					Date				Date	

BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR - EASTERN REGION, KOLKATA
TENDER NO. PSER:SCT:NKP-M2074:20

ANNEXURE A
Part II

Statement showing details of material issued to the contractor Shri/M/s…….. in respect of Contract Agreement/Work Order No…….. Dated …….and not covered by the agreement

Sl No	Stores Issue voucher No and date	Issue voucher No and date alloted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate Rs P	Amount Recoverable Rs P	Amount recoverable upto previous bill Rs P	Balance Now recovered Rs P	Remarks
1	2	3	4	5	6	7	8	9	10	11
						Total	……			
						Add Departmental Charges Add Sales Tax (wherever applicable)			……	
						Total	……			
	Signature of Contractor					Signature of Engineer in charge				Signature of Senior Engineer
	Date					Date				Date

BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR - EASTERN REGION, KOLKATA
TENDER NO. PSER:SCT:NKP-M2074:20

ANNEXURE B

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s…….. in respect of Contract Agreement/Work Order No…….. Dated …….and not covered by the agreement

Sl No	Description of tools & plants issued	Period for which issued	Rate at which Recivery is to be made	Amount recoverable Rs P	Amount recoverable upto previous bill Rs P	Balance Now recovered Rs P	Remarks
1	2	3	4	5	6	7	8
				Total	……		
	Signature of Contractor			Signature of Engineer in charge			Signature of Senior Engineer
	Date			Date			Date
ANNEXURE C							

BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR - EASTERN REGION, KOLKATA
TENDER NO. PSER:SCT:NKP-M2074:20

howing detail of other recoveries to be made from the contractor Shri/M/s……
ent/Work Order No……Dated……

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
1	Water Charges							
2	Electricity Charges							
3	Seignorage Charges							
4	Medical Charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								
9								
10								
		Total						
	Signature of Contractor		Signature of Engineer Incharge			Signature of Sr. Engineer		
	Date		Date			Date		

BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR - EASTERN REGION, KOLKATA
TENDER NO. PSER:SCT:NKP-M2074:20

ANNEXURE F

Statement showing detail of materials issued to the contractor Shri/M/s……
t of Contract Agreement/Work Order No……Dated……

Name of work; **FREE OF COST**

Sr.No	Stores issue voucher No.	ription of ma	Unit	Quantit y issued	Quantity requried as per data	Quantity consume d in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recovera ble for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
			Total								

Signature of Contractor — Signature of Engineer Incharge — Signature of Sr. Engineer
Date — Date — Date

Note:Data statement of therotical consumption should be attached in support of the quantity specified in coloumn 6

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION……..
……And Final bill
(Para 4.3.2 Of Works Accounts Manual)

Name of Contractor		Departmental Bill no		Date	
Name of the Work		Division		Division	
Sanctioned Estimate		Date of written order to commence the work			
Contract Agreement/work Order No		Date of commencement of work			
		Due date of completion as per agreement			
		Date of actual completion of the work			

I. ACCOUNT OF WORK EXECUTED

On Account payment for the work not previously measured **			Item No of the agreement/ work order	Description of work	Quantity as per agreement	Quantity executed up to date	Rate Rs. P	Unit	Payment on the basis of actual measurement up to date Rs P	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill Rs P	Remarks
Total as per last running account bill Rs.	Since last running account bill Rs	Total up to date Rs										
1	2	3	4	5	6	7	8	9	10	11	12	13

1	2	3	4	5	6	7	8	9	10	11	12	13

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	

Rupees (In Words)……Only

II MEMORANDUM OF PAYMENT

			Rs.	P
1	Total Value of work actually measured as per Account no I coloumn 10	(A)		
	Deduct amount of paym,ents already made as per last running account bill No …… Dated……			
2	Forwarded to the Accounts Office on ……	(B)		
3	Payments now to be made { (A) - (B)}	(C)		
4	Deduct ammounts recoverable from the contractor on account of :		Rs	P
	a Material suplied by BHEL vide annexure A attached			
	b Hire of Tools & Plants vide Annexure B attached			
	c Other charges vide Annexure C attached			
	d Income Tax			
	Total deduction			
5	Balance			
6	Refund of 50% of security deposite on completion of work			
7	Net amount to be paid to the Contractor			

III. CERTIFICATE OF THE ENGINEER IN CHARGE

The measurement on which the entries in coulmns 7 to 12 of Part I of this bill (Account of work executed) are based were made by ……..

1 (Name and designation)

2 A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge
Designation

IV CERTIFICATE OF THE SENIOR ENGINEER

1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and

Cretified that the measurements have been check measured to the prescribed extent by …….
……. (Name & designation). And by the the undersigned at site and relevent entries have been initiated in the measurement book (vide

2 pages…… ….)

3 Certified that the methods of measurement are correct

4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc

5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.

6 Certified that all the recoverable amounts in respect of stores, tools and pa\lant, e\water, electricity charges etc, have been correctly made vide Annexures A

7 Certified that the issues of all stores as per statement atytached (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of * Rs ……. (Rupees……. (Only). To be paid in cash/by cheque in the presence of ……..

ALLOCATION

The expenditure as under and to be included in the accounts for ……..19

Ledger Head	Debit (Gross Amount) Rs. P	Credit (Deduction) Rs. P
……	……	……
Total	……	……

* Here specify the net amount payable

Signature of Senior Engineer
Date

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Account Bill no…… Dated ……..
Entered in Journal book vide entry No……Dated……
Passed for……Rs……..
Less Deductions……..Rs……
(Rupees……Only)
Payable to Shri/M/s……... by cheque/cash
Entered in contractors' Ledger no..... Page

Assistant Accountant Accounts officer
Date: Date: Date:

ALLOCATION

Estimate No: Code No
Name of the Work ……

Ledger Head	Debit (Gross Amount) Rs P	Credit (Deduction) Rs
……	.....	.....
Total	.....	.....

VI. Received Rs……..(Rupees……..Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness
Address

Revenue Stamp
Signature of Contractor
Date:

VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

Amount Paid Rs…….
Amount unpaid Rs……..
Total Rs……..

Signature of Cashier
Date:

ANNEXURE A

Part I

Statement showing details of material issued to the contractor Shri/M/s…….. In respect of Contract Agreement/Work Order No…….. Dated ……

Sl No	Stores Issue voucher No and date	Issue voucher No and date alloted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from contractor								Remarks
							Rate at which recoverable		Amount Recoverable		Amount recoverable upto previous bill		Balance Now recovered		
							Rs	P	Rs	P	Rs	P	Rs	P	
1	2	3	4	5	6	7	8		9		10		11		12

Total ……

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE A

Part II

Statement showing details of material issued to the contractor Shri/M/s…….. in respect of Contract Agreement/Work Order No…….. Dated ……and not covered by the agreement

Sl No	Stores Issue voucher No and date	Issue voucher No and date alloted by stores to the SIV	description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate Rs P	Amount Recoverable Rs P	Amount recoverable upto previous bill Rs P	Balance Now recovered Rs P	Remarks
1	2	3	4	5	6	7	8	9	10	11

Total ……

Add Departmental Charges

Add Sales Tax (wherever applicable) ……..

Total ……..

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE B

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s…….. in respect of Contract Agreement/Work Order No…….. Dated ……and not covered by the agreement

Sl No	Description of tools & plants issued	Period for which issued	Rate at which Recivery is to be made	Amount recoverable Rs P	Amount recoverable upto previous bill Rs P	Balance Now recovered Rs P	Remarks
1	2	3	4	5	6	7	8

Total ……

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE C

showing detail of other recoveries to be made from the contractor Shri/M/s……
nent/Work Order No……Dated……

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
1	Water Charges							
2	Electricity Charges							
3	Seignorage Charges							
4	Medical Charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								
9								
10								
		Total						

Signature of Contractor
Date

Signature of Engineer Incharge
Date

Signature of Sr. Engineer
Date

Form WAM 7 (Contd.)

ANNEXURE D

DEVIATION STATEMENT

Name of the Contractor :

Name of the Work :

Contract Agreement/Work Order No. :

Date :

Sl. No.	Description of item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement Rs. P.	Rate as executed Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Difference		Reason for the deviation with authority, if any
									Excess Rs. P.	Savings Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date :

Form WAM 7 (Contd.)

ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s.....
in respect of Contract Agreement/Work Order No..... Dated.....

Name of the Work :

ON RECOVERY BASIS

Sl. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (Difference between column 5 and 8)		Rate chargeable for excess/ short consumption, if any	Amount recoverable for excess/ short consumption, including materials not returned	REMARKS
								More	Less	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Cement											
2.	Bricks											
3.	Wood.....											
4.	Asbestos Sheet											
5.	Iron Materials											
6.												
7.												
8.												
9.												
10.												

Signature of Contractor
Date :

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date :

Note : 1. The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 and 6 respectively of Annexure A (Part I and II).

2. Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

ANNEXURE F

Statement showing detail of materials issued to the contractor Shri/M/s……
ct of Contract Agreement/Work Order No……Dated……

Name of work; **FREE OF COST**

Sr.No	Stores issue voucher No.	ription of ma	Unit	Quantit y issued	Quantity requried as per data	Quantity consume d in the work	Balance(If any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recovera ble for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
			Total								

Signature of Contractor
Date

Signature of Engineer Incharge
Date

Signature of Sr. Engineer
Date

Note:Data statement of therotical consumption should be attached in support of the quantity specified in coloumn 6

ANNEXURE-C

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulers and answers to be recorded)	
Name of the work :	
Name of the Contractor :	
Date of commencement of the work:	
Contract agreement/work ordered no. and date:	
Reference to supplementary agreement no,if any :	
Whether adminstrative approval and techanical sanction has been accorded by the cmpetent authority ? If so ,citc reference	
Whether sanction of the competent authority and financial concurrencr of the Accounts Departnment for award of the work has been accorded ? If so,cite reference.	
Wheter the work has been completed in time ? If not ,wheter penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Accounts Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter no. and date granting the extension of time should be given)	
(a) Wheter the rates allowed in the bill have been checked with the contract agreement ? (b) Wheter the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the accounts Department together wiht rate analysis? If so,cite reference.	
Wheter deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.	
Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in counsultation with Finance?	
Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?	

ANNEXURE-C

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulers and answers to be recorded)	
Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such retuened stores vouchers have been shown in stores statement? If not ,whether the cost of such excess material has been recovered at the prescribed rate? Whethre consumption statements in respect of materials chargeabale to the work have been attached to the bill?	
Whether consumption of materials shown has been technicaly checked by Senior Engineer?	
Whether materials isshued and used in the work is not less then that required for consumption in work accroding to our specification? If comsumption is less, whether necessary recovery has been made in the bill?	
Whether mesurments have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the mesurments books?	
Whether contractor has signed the bill and the mesurments books without reservations? If not; whether resones have been intimated to the Accounts Department?	
Whethet arithmatical calculations have been checked and certificate recorded in the mesurment books by a person other than the one who calculated initially	
Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulers.	
Whether all advance payments on running Accounts have been recovered?	
Whether tall the recovries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and wheather payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from mesurments books/ standared mesurment books have been completed/ updated?	
Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?	

ANNEXURE-C

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulers and answers to be recorded)	
Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?	
Whether all corrections in the bill/measurement books etc. have been neatly made and attasted and there are no overwriting?	
Whether final measurments have been taken as soon as possibal after completion of work and the cretificate of complition issued? If not, whether resons for delay have been recorded and communicated to Accounts?	
In respect of Quintites reduced in the final bill as compare to the running payment, whether adequate reasons have been recorded and communicated to Accounts	
Whether the Expeinditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?	
Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over thw sanctioned estimate/ addministrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority complent to sanction the excess?	
(a) If the contractor has furnished bank guarantee in lieu of cash sequrity deposit towards proper exicuation of works and guarantee against defectsduring the maintenance period, whether the period of currency of the bank guarantee cover the entire maintenance period? (b) If not, whether sequrity deposite has been proposed to be recovred from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite refrence.	
Signature of Engineer in Charge	Signature of Engineer in Charge
Date:	Date:

Form No: F-14 (Rev 01)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **1** of **6**

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART- A: PLAN/ REVIEW OF WORK FOR THE MONTH OF ……..…….. Date of Plan/ Review……

SN.	Description of Work	Unit of Measur-ement	Unit Rate	Planned (QTY Planned for the month as per Part –C of last month)		Cumulative Shortfall attributable to contractor upto last month (Refer Note 1)		Achieved		Shortfall attributable to BHEL w.r.t Plan (as per Col. 3 of Part-D)		Cumulative Shortfall attributable to Contractor upto & including this month		REMARKS (Reasons for Shortfall attributable to Contractor. Supporting documents to be kept as record.)
(a)	(b)	(c)	(d)	A		B		C		D		E=A+B-C-D		
				Phy.	Financial	Phy	Financial	Phy.	Financial	Phy.	Financial	Phy.	Financial	
	Value of Other Items not mentioned above but planned to be executed in this month													
Total					ΣA		ΣB		ΣC		ΣD		ΣE	

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

Form No: F-14 (Rev 01)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **2** of **6**

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART- A: Contd…….

Note 1: **In addition to the work planned as per Col. 'A', Contractor shall also make full efforts to minimize the 'Cumulative shortfall attributable to contractor upto the month' as mentioned in Col. 'B' by enhancing its resources, so as to achieve the completion of activities as per agreed schedule. In case contractor is not able to execute the entire shortfall, then BHEL 'Engineer in-charge', shall decide the priority of work to be executed and it shall be binding on the contractor.**

Note 2: Percentage Shortfall attributable to contractor w.r.t. **"**Plan - Shortfall attributable to BHEL**"** for the month = $[(\Sigma E-\Sigma B)/(\Sigma A-\Sigma D)]x100$
In case, $(\Sigma E-\Sigma B)$ is negative, then it shall be treated as zero percent."

Note 3: Form 14 should include all items being planned in the current month, and all items against which shortfall was attributable to contractor till previous month. However, for practical reason, if it is not possible to mention some of the items in Form-14 being planned to be executed in this month, then also value of such items shall necessarily be included in calculation of Total Value.

Note 4: In case reason for shortfall attributable to contractor is w.r.t. T&P and Manpower, it should be in conformity with Part B1 and B2.

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

Form No: F-14 (Rev 01)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **3** of **6**

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – B-1: PLAN/REVIEW OF DEPLOYMENT OF MAJOR T&Ps FOR THE MONTH OF …….…….. Date of Plan/ Review……

CONTRACTOR'S SCOPE: -

SN.	PLAN				DEPLOYMENT STATUS			
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Weightage assigned to planned T&P (in fraction such that ΣC =1)	Actual Deployed Quantity	Actual Deployment Period (in days)	Weighted T&P Deployed	REMARKS (Works affected due to non-deployment of T&Ps)
		A	B	C	D	E	F=(C x D x E) / (A x B)	

Note: In case, E>B, it shall be considered as E=B. Similarly, in case D>A, it shall be considered as D=A.
Percentage of T&P Deployed = ΣF x 100

BHEL SCOPE: -

SN.	PLAN			DEPLOYMENT STATUS		
	Major T&P to be deployed as per work planned for the month	QTY	Deployment Period (in days)	Actual Deployed Quantity	Actual Deployment Period (in days)	REMARKS (Works affected due to non-deployment of T&Ps)

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

Form No: F-14 (Rev 01)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **4** of **6**

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – B-2: PLAN/ REVIEW OF DEPLOYMENT OF MANPOWER FOR THE MONTH OF …….…….. Date of Plan/ Review……

CONTRACTOR'S SCOPE: -

SN.	Area of Work	Category of Labour	No. of Labour required as per category	Deployment Period (in days)	No. of Labour actually deployed	Actual Deployment Period (in days)	REMARKS (Works affected due to non-availability of labour)
			A	B	C	D	

Percentage of Manpower Deployed=100 x Σ(CxD)/Σ(AxB)

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

Form No: F-14 (Rev 01)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **5** of **6**

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – C: PLAN(PHYSICAL) FOR THE NEXT MONTH i.e. …….…….. Date of Plan ……

SN.	Description of work	Original Planned Quantity	Planned Quantity (excluding shortfalls attributable to contractor till date)	Unit of Measu-rement	T&Ps Required				Manpower Required		REMARKS (Reasons for difference in Original Planned Quantity w.r.t. Planned quantity to be given)
					Contractor Scope		BHEL Scope				
					Major T&P to be deployed as per work planned for the month	Quantity	Major T&P to be deployed as per work planned for the month	Quantity	Category of Labour	No. of Labour required as per Category	

Note 1: Planned quantity should be based on available/ expected fronts/ inputs in the next month

Note 2: “Original Planned Quantity” shall be as per latest jointly agreed programme between BHEL and Contractor before commencement of work or at the time of latest Time Extension, as the case may be.

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

Form No: F-14 (Rev 01)

PS-	MONTHLY PLAN & REVIEW WITH CONTRACTOR	Page **6** of **6**

Name of Project		Contract No.	
Name of Work		Name of Contractor	

PART – D: REASONS FOR SHORTFALL ATTRIBUTABLE TO BHEL IN RESPECT OF PLAN FOR THE MONTH……

SN.	Description of Work (from Part-A)	Quantities Affected		Reasons for Shortfall attributable to BHEL	Agency responsible for reasons for Shortfall	Remarks (Supporting Documents in respect of agency responsible)
		(Physical Quantity)	Unit of Measu-rement			
1	2	3	4	5	6	7

Note1: Reasons for shortfall shall include non-availability of fronts/ drawings/ materials/ T&P (BHEL Scope)/ clearances etc. and other hindrances for which contractor is not responsible.

Note2: Agency responsible may be BHEL Site/ MUs/ Design Centre/ BHEL Customer/ other Contractors etc.

BHEL
(Sign with name, designation and date)

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at_____[1] hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……dated ……[2] valued at Rs……[2] (Rupees ----------)for <Nature of Work>[3] (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ……, (hereinafter referred to as the Bank), having registered/Head office at ……. and inter alia a branch at …… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ---------- (Rupees ----------)[4] without any demur, immediately on a demand from the Employer, .
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the ……bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We …….. BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including…….. [5] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ……[6] (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, ……. BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]

b) This Guarantee shall be valid up to …….[8]

c) Unless the Bank is served a written claim or demand on or before _____[9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated…….

Place of Issue…….

[1] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS.*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **In Case of Bank Guarantees submitted by Foreign Vendors-**
   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND

B.G. NO. Date

This deed of Guarantee made this ---------- day of ----------two thousand ----- by <Name and Address of 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 Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <**Address of Power Sector Region**[1]> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.---------- (Rupees----------) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

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.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----------(Rupees----------) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor 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 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 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.

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 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.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim 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 and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ---------- i.e. (3 months more than 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 not withstanding the fact that the same is enforced after the expiry of the said period.

BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND

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 agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.---------- (Rupees----------). Our guarantee shall remain inforce until ----------, 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) unless a claim or demand under this guarantee is made against us on or before ---------- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place**[2] > only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ---------- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.----------)

DATED:

SEAL

==========

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
   - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
   - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
   - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
   - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035

2. **Name of place (for jurisdiction of Courts)** is as below:
   - PSNR : Delhi
   - PSER : Kolkata
   - PSWR: Nagpur
   - PSSR : Chennai

3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.

4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHED/LIQUIDATED DAMAGES AMOUNT

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited [1](hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) incorporated under the ……..having its registered office at_____ [1](hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……dated ……[2]valued at Rs……(Rupees ----------) for <Nature of Work>[3](hereinafter called the 'Contract')

The Contractor as per Contract should have completed the work/ supplies under the contract by……..(date). As per terms and conditions of the Contract, the Employer is entitled to levy Liquidated Damages (LD) for delays and the Employer has withheld an amount of Rs ……..by way of LD as per the Contract. Now, on the request of the Contractor, the Employer having agreed to release the amount of Rs……..withheld from the Contractor's invoices as Liquidated damages under the terms and conditions of the Contract on production of a Bank Guarantee for Rs._____ (Rupees……only) [4]

We, ……, (hereinafter referred to as the Bank), having registered/Head office at ……. and inter alia a branch at …… being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ---------- (Rupees ----------) without any demur, merely on a demand from the Employer

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the ……bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We …….. BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/ Supplier's liabilities.

This Guarantee shall remain in force upto and including…….. [5] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writingon or before the …….[6] (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, ……. BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]
b) This Guarantee shall be valid up to …….[8]
c) Unless the Bank is served a written claim or demand on or before _____[9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated…….

Place of Issue…….

[1] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS.*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier).having its registered office at_____ [1] (hereinafter referred to as the 'Contractor/Supplier/Fabricator' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref. No……dated ……[2] valued at Rs……(Rupees ----------) for <Nature of Work>[3] (hereinafter called the 'Contract')

and, the Employer having agreed as per the terms and conditions of the Contract to supply free issue material costing Rs._____ for the manufacture/fabrication of the equipment at the Contractor's site on on furnishing a Bank Guarantee for Rs._____ (Rupees……..)[4] in the manner hereinafter specified for the due safeguard of the free issue material,

we, ……, (hereinafter referred to as the Bank), having registered/Head office at …… and inter alia a branch at …… being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount of Rs ---------- (Rupees ----------) without any demur, merely on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractors/Supplier shall have no claim against us for making such payment.

We the ……Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We …….. Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/Supplier/ Fabricator and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's/Supplier's/ Fabricator's liabilities.

This Guarantee shall remain in force upto and including…….. [5] and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/ Supplier/ Fabricator but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ……[6] (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, …… BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…… [7]
b) This Guarantee shall be valid up to …….[8]
c) Unless the Bank is served a written claim or demand on or before _____[9] (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated…….

Place of Issue…….

[1] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .*

[2] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

[7] *BG AMOUNT IN FIGURES AND WORDS.*

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**

2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

   b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

   b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

   b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

   b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No…….

Date…….

To

(Employer's Name and Address)
……..

Dear Sirs,

In accordance with the terms and conditions of your Invitation for Bids/Notice Inviting Tender No……1(Tender Conditions) M/s. ……. having its registered office at ……2 (hereinafter referred to as the '**Tenderer**'), is submitting its bid for the work of**…….** for……3. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.4(name of the Employer)
The Tender Conditions provide that the **Tenderer** shall pay a sum of Rs **…….** as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of .....5 ..... is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,,

we, the .....*[Name & address of the Bank]* ..... having our Head Office at ……..(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5 .....(*).....without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be

conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We …….. Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of bids from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tendered or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including…….[6] and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the ……. [7] we shall be discharged from all liabilities under this Guarantee.

We, ……. Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed…….[5]…..
b) This Guarantee shall be valid up to …….[6]

c) Unless the Bank is served a written claim or demand on or before _____[7] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date…….
Place of Issue…….

[1] *Details of the Invitation to Bid/Notice Inviting Tender*

[2] *Name and Address of the Tenderer*

[3] *Details of the Work*

[4] *Name and Address of BHEL Unit/Division/Region (Already filled up)*

[5] *BG Amount in words and Figures*

[6] *Validity Date*

[7] *Date of Expiry of Claim Period*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date. As per Works Policy, the Bank Guarantee shall be valid for at least six months.**

2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

RTGS DETAILS OF BHEL

Form for getting payment through RTGS (Real Time Gross Settlement)

01.	*Name of Vendor*	BHARAT HEAVY ELECTRICALS LTD.
02.	*Address*	~~BTPS~~ BHEL HOUSE, SIRI FORT, N.DELHI
03.	*Vendors Bank A/c Name*	BHARAT HEAVY ELECTRICALS LTD.
04.	*Vendors Bank A/c No.*	11107800029
05.	*Name of Bank*	STATE BANK OF INDIA
06.	*Name of Branch*	COMMERCIAL BR., SALT LAKE, SECTOR-V KOLKATA
07.	*Branch Phone No.*	033-23575666
08.	*City*	KOLKATA
09.	*IFSC Code of the Branch*	SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of Authorised Representative with office seal

के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. एल. : पी.एस.ई.आर : कोलकाता - 700 091
BHEL : PSER / Kolkata-700 091

Confirmation by Bankers with office seal

State Bank of India ★ SALT LAKE 4283 ★ Commercial Branch