भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector, Western Region,
345, Kingsway, Nagpur 440-001
Phone : 0712-3048600-605 Fax : 0712-3048698/3048699

NOTICE INVITING TENDER (Page 1 of 3)

Sealed tenders are invited in two-bid system (viz. Part-I: Technical cum Commercial Bid and Part-II: Price Bid) for the job listed below from bidders meeting Qualifying Requirements (QR) as specified later in this NIT. Tender Specification (T.S.) number and brief particulars of the work are as follows.

T. S. No. - BHE/PW/PUR/RGIT-CLE/468

HANDLING AT SITE STORES/STORAGE YARD, TRANSPORTATION TO SITE OF WORK, ERECTION, CHECKING OF CALIBRATION, TESTING, ASSISTANCE FOR COMMISSIONING AND HANDING OVER OF ELECTRICAL, CONTROL & INSTRUMENTATION WORKS FOR BOILER AND ITS AUXILIARIES, STEAM TURBINE, TURBOGENERATOR AND THEIR AUXILIARIES, STATION C&I FOR 2x250 MW UNIT # 3 & 4 AT O.P. JINDAL SUPER THERMAL POWER PLANT, RAIGARH, CHHATTISGARH.

- Sale of T. S. documents: **from 06/11/2006 to 27/11/2006***
- Last Date and Time for offer submission: **by 6:00 pm of 28/11/2006***
- Date and Time of Technical Bid Opening: **At 11:00 am on the next working day after the Last Date* for offer submission**.

Earnest Money Deposit (EMD): Rs. 2.0 lakh by DD or One Time EMD of Rs. 2 Lakh

***Please obtain updated information from web page **(www.bhel.com ® Tender Notifications ® View Corrigendums)** about the latest applicable dates.

- Tender Specs documents with complete details are hosted in web page (**www.bhel.com**). Bidders can directly download the same and use for submission of offer. Tender Document charges shall be paid to BHEL along with or before submission of Offer.
- Interested bidders may alternately collect hard copy of T.S. documents from this office on all working days within the sale period on payment of Tender Document charges.
- Tender Specification document Charges: Rs. 2,000/- by DD (in favour of BHEL payable at Nagpur) or by Cash. Courier charges will be Rs. 500/- extra if T.S. documents are requested through courier.
- BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- Bidders who have deposited One Time EMD of Rs. 2.00 Lakhs with BHEL: PSWR: Nagpur will be exempted from submission of EMD with these tenders.
- Acceptance of any tender shall be subject to it's approval by BHEL's customer.
- BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
- Dates of Price Bid opening will be intimated to bidders later.
- All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the web page (**www.bhel.com ® Tender Notifications ® View Corrigendums**) and not in the newspaper. Bidders shall keep themselves updated with all such developments.
- BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years.
- BHEL will operate CPSE Purchase Preference policy of the Govt. of India as applicable.

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Qualifying Requirements (QR)

Bidders shall meet the Qualifying Requirements (QR) as under.

a) Bidder must have successfully completed Erection, Testing and Assistance for Commissioning of **Control and Instrumentation System** comprising of **DCS, PLC, LT Electrical Panels, LT and Signal Cabling** in a power plant or any industry successfully in last 7 years as on 31.10.2006.

a.1) One similar job of at least Rs. 200.00 lakh value in a single work order.

OR,

a.2) Two similar jobs of at least Rs. 120.00 lakh value per job on average.

OR,

a.3) Three similar jobs of at least Rs. 100.00 lakh value per job on average.

OR,

a.4) Controls and Instrumentation System in a Thermal or Gas based Power Plant of one unit of 200 MW or equivalent or higher rating or two units each of 100 MW or equivalent or higher rating.

AND

b) Bidders must have achieved an average annual financial turnover of Rs. 100 lakh or more per year over last three Financial Years (FY) ending on 31/03/2006 based on audited accounts.

AND

c) Net worth of the Bidder based on the latest Audited Accounts should be higher than 50% of the Paid-Up Capital in case of Companies.

AND

d) Bidder must have earned cash profit in any one of the three Financial Years as considered in case of 'b' above based on latest Audited Accounts.

GENERAL

1) Timing of sale of Documents: tender documents will be issued from BHEL PSWR Nagpur office from 10:00 am to 4:00 pm on all working days within the period as listed in the NIT.

2) Holidays:
Sale of Tender Documents shall not take place on the holidays as listed under and also on Sundays.

- 11/11/2006
- 25/11/2006

3) Seeking Clarifications on Tender Specification:
Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least **seven days before the Last Date for offer submission**.

4) Qualifying Requirements (QR):
A bidder must satisfy all the Qualifying Requirements enumerated as 'a', 'b' etc concurrently in order to get qualified.

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NOTICE INVITING TENDER (Page 3 of 3)

5) Supporting Documents:
Bidders shall submit documents in support of possessing "Qualifying Requirements" as under duly self-certified and stamped by the authorized signatory.

- List of jobs done with Name of the Project, Owner of Project, Customer contact details, Work Order Ref. No. & Date, Brief Details of Job, Executed Value, Date of Start, Date of Completion.
- Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates.
- Photocopies of Completion Certificate issued by Customer or Owner of Project.
- Photocopies of audited Balance Sheets including Profit and Loss Account accompanied by relevant schedules for turnover figures.

6) Earnest Money Deposit (EMD): Refundable, Non-interest bearing EMD for this tender is indicated earlier here. Bidders may also opt to deposit "One Time EMD" of Rs. 2 lacs and thus be exempted henceforth from payment of EMD with any tender in respect of BHEL-PSWR Nagpur. EMD shall be paid by **Account Payee Demand Draft** in favour of "Bharat Heavy Electricals Limited" payable at Nagpur or in the form of Bank Guarantee.

Those bidders who have already deposited 'One Time EMD' earlier need not submit EMD with the present tender. Please indicate the payment details (CR No./ DD No. etc) of the 'One Time EMD' in each tender.

7) Tender Specification Document Cost and Courier Charges:
Payment shall be made by Account Payee Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Nagpur or in Cash payable at the cash counter of this office.

8) Liquidated Damages/Penalty: BHEL will be within its rights to impose Liquidated Damages and Penalty as per suitable clauses in the Tender Specification on account of delay, violation of contract conditions and non-performance attributable to the contractor.

Dy. General Manager (Purchase)
BHEL: PSWR: Nagpur

SECTION-1

1 GENERAL INSTRUCTIONS TO TENDERER

1.1 DESPATCH INSTRUCTIONS

1.1.1 This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages shall be duly signed and sent in a sealed cover duly superscribing the name of work as given in the tender notice.

1.1.2 The tender shall be addressed to Officer inviting tender as indicated in the tender notice.

1.1.3 Tenders submitted by post shall be sent as "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for any postal delay. The Tender received after due date and time for opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered.

1.1.4 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.

1.1.5 The tenderers shall closely persue all the clauses, specifications and drawing indicated in the tender documents before quoting. Should the tenderers have any doubt about the meaning of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of technical aspect, scope of work etc., he shall at once, contact the authority inviting the tender for clarification before the submission of the tender.

1.1.6 Before tendering, the tenderers are advised to inspect the site of work and environments and be well acquainted with actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.

1.1.7 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various section of the tender specification. Each and every page of the tender specification must be signed and submitted alongwith the offer by the tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.

1.1.8 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the least of the two be treated as valid rate. For the purpose of the tenders, the matric system of units shall be used.

1.1.9 All entries in the tender shall be typed or be written in ink. Erasers and overwriting are not permitted and may such tenders liable to summary rejection. All certifications and insertions shall be duly attested by the tenderer.

1.2 QUALIFICATION OF TENDERERS

Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly detailing their experience alongwith offer. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

1.3 DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

1.3.1 FINANCIAL STATUS

A Certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys/Solvency Certificate from the concerned Government authority. Information required in Annexure "A" shall be furnished by the tenderer alongwith the offer.

1.3.2 INCOME TAX CERTIFICATE

A Certificate of Income-tax clearance from the appropriate authority in the forms prescribed therefore duly indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned State Governments, if any. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.3.3 PREVIOUS EXPERIENCE

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar works by the tenderer indicating particulars and value of each work, the site location and the duration and date of completion and also a list of site location and particulars and value of various services that are under progress. Information required in Annexure "B" shall be furnished by the tenderers alongwith the offer.

1.3.4 ORGANIZATION CHART

The organization pattern what are totally available with him and will be employed by the tenderer for this work duly indicating the number of Supervisors, the number of Skilled and Unskilled persons etc.

1.3.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall also be attached.

1.3.6 IN CASE OF INDIVIDUAL:

His full name, address and place & nature of business.

1.3.7 IN CASE OF PARTNERSHIP FIRM

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.

1.3.8 IN CASE OF COMPANIES:

Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).

1.3.9 Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.3.10 Names and particulars including address of the Directors and their previous experience.

1.3.11 A list of Tools & Tackles that the tenderer is having and those that will be used on this job.

1.3.12 In addition to the above the particulars required in various annexure.

1.4 EARNEST MONEY DEPOSIT

1.4.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in Special Conditions of Contract.

1.5 AUTHORISATION AND ATTESTATION

1.5.1 Tenders shall be signed by a person duly authorized/empowered to do so. Certified copies of such authority and relevant documents shall be submitted alongwith tenders.

1.6 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of SIX MONTHS from the date of opening of tenders. In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

1.7 EXECUTION OF CONTRACT

The successful tenderer's responsibilities under this contract commence from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form Annexure-E with BHEL, within a reasonable time after the acceptance of the tender and in any case before submitting the first bill for payment. The expenses for completion and stamping and registration of agreement with prescribed authority, if necessary, shall be borne by the Contractor.

1.8 SECURITY DEPOSIT

1.8.1 Upon acceptance of tender, the successful tenderer shall deposit the required amount of Security Deposit (SD) in the manner specified in the Special Conditions of Contract.

1.8.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

1.8.3 Failure to deposit the Security Deposit within the stipulated time may lead to forfeit of Earnest Money and cancellation of the award of work.

1.8.4 BHEL reserves the right to forfeit Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off these Security Deposit against any claims of any other contracts with BHEL.

1.8.5 **RETURN OF SECURITY DEPOSIT**

If the contractor fully performs and completes the work in all respect to the entire satisfaction of BHEL, Security Deposit will be released to the contractor after deducting all costs of expenses of other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor on completion/submission of the following:-

a) Release of payment against final bill by BHEL.

b) Clearance Certificate from PF Commissioner, Labour Department, Railway Authorities etc. wherever applicable.

c) Dismantling of site office, stores, labour colony or any other temporary structures, removal of debris and handing over possession of BHEL/Customer's land without any encumbrance.

1.8.9 No interest shall be payable by BHEL on Earnest Money, Security Deposit/or any money due to the contractor by BHEL.

1.9 **REJECTION OF TENDER AND OTHER CONDITIONS**

1.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

1.9.1.1 To reject any or all of the tenders.

1.9.1.2 To split up the work amongst two or more tenderers

1.9.1.3 To award the work in part

1.9.1.4 Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.

1.9.2 Conditional and Un-witnessed tenders, tenders containing absurd unworkable rates and tenders which are incomplete and otherwise defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.9.3 If a tenderer expired after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.9.4 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.9.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.9.6 Canvassing in any form in connection with the tenders submitted by the Contractors is liable to rejection.

1.9.7 Should a tenderer or contractor or in the case of a firm or company of contractor/one or more of its partners/shareholders/Directors have a relation or relatives employed in BHEL, the authority inviting tender shall be informed of the fact alongwith the offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.9.8 The successful tenderer should not sub-contract the part of complete work detailed in the tender specification undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.

SECTION-2

2.1 DEFINITION: The following terms shall have the meaning hereby assigned to them except where the context otherwise required.

2.1.1 BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act, 1956 with its registered office at BHEL HOUSE, SIRI FORT, NEW DELHI, or its authorised officers or its Resident Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf.

2.1.2 "GENERAL MANAGER" shall mean the Officer in Administrative charge of contracting unit of BHEL.

2.1.3 "ENGINEER" or "ENGINEER IN CHARGE" shall mean ENGINEER deputed by BHEL. The term includes DGM, PROJECT MANAGER, CONSTRUCTION MANAGER, RESIDENT MANAGER, SITE ENGINEER, RESIDENT ENGINEER and ASSISTANT SITE ENGINEER of BHEL at site as well as the Officers in charge at Head Office.

2.1.4 "SITE" shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.

2.1.5 "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for provision of services.

2.1.6 "CONTRACTOR" shall mean the individual firm or company who enters into the contract with BHEL and shall include their executors, administrators and successors and permitted assigns.

2.1.7 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement of work order, the acceptance, appendices or rates, schedules, quantities if any, general conditions of contract, special conditions of contract, instructions to the tenderer, drawings, technical specifications, the specifications if any the tender documents and the Letter of Indent/Accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Indent and incorporated in the agreement.

2.1.8 "GENERAL AND SPECIAL CONDITIONS OF CONTRACT" shall mean the instructions to Tenderer and General and special conditions of contract pertaining to the work for which above tenders have been called for.

2.1.9 "TENDER SPECIFICATION" shall mean "Specific conditions, technical specifications, appendices, site information and drawing pertaining to the work in which the tenderers are required to submit their offer. Individual specification number will be assigned to each tender specification.

2.1.10 "TENDER DOCUMENTS" shall mean the General and special conditions of contract (2.1.8) and tender specification (2.1.9).

2.1.11 "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of

this letter and all terms and conditions of the contract are applicable from this date.

2.1.12 "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.

2.1.13 "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.

2.1.14 "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.

2.1.15 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part there of.

2.1.16 "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

2.1.17 "WORK OR CONTRACT" shall mean and include supply of all categories of labours, specified consumables, tools and tackles required for complete and satisfactory site, transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.

2.1.18 "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so required, Words, imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any company or associations or body of individuals, wherever incorporated or not.

2.1.19 "HEADING" – The heading in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

2.1.20 "MONTH" shall mean calendar month.

2.1.21 "COMMISSIONING" shall mean the synchronization of the Plant after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and plant is ready for commercial use.

2.1.22 "WRITING" shall include any manuscript type written or printed statement under the signature of BHEL.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at NAGPUR having ordinary original civil jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

2.3 ISSUE OF NOTICE

The Contractor shall furnish to BHEL Engineer the name, designation and address of his authorised agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of the post or on which they were so delivered of or left.

2.4 USE OF LAND

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work within the time indicated in the Letter of Indent from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the successful tenderer fails to start the work within stipulated time, BHEL, at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.5.4 The transported equipment, erected/constructed plan of work performed under the contract as the case may be shall be taken over when it has been completed in all respects and/or satisfactorily put into operation site.

2.6 MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:

2.6.1 All payments due to the contractor shall be paid by "Account Payee Cheques"

2.6.2 For progress running bill payments :- The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per Letter of Indent. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. The measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid for duly effecting recoveries due.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.

2.6.6 Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurement. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such reimbursements shall be borne by the contractor.

2.6.10 Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed, if pointed out at a later date by BHEL.

2.6.11 Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Dues" and "No Demand" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. Quantities/weight erected shall be prepared and paid within a reasonable time after completion of work. After payment of final bill only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13 the final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

2.7.1 To get work done through other agency at the risk and cost of the contractor in the event of contractor's poor progress, other or inability to progress the work for completion as stipulated in the contract, poor quality of the work, persistent disregard to instruction of BHEL, assignment, transfer, subletting of the contract without permission of BHEL, non-fulfillment of any contractual obligation etc. and to claim/recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit and other dues.

2.7.2 To withdraw any portion of work and/or to restrict after quantum of work as indicated in the contract during the progress of erection and get it done through other agency and/or by departmental labour to suit BHEL's commitment of its customer or in case BHEL decided to advance the date of completion due to other emergency reasons BHEL's obligation to its customer.

2.7.3 To terminate the contract after due notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :-

2.7.3.1 Contractor's continued poor progress

2.7.3.2 Withdrawal from or abandonment of the work before completion of the work

2.7.3.3 Corrupt act of contractor

2.7.3.4 Insolvency of the contractor

2.7.3.5 Persistent disregard to the instructions of BHEL

2.7.3.6 Assignment, transfer, sub-letting of contract without BHEL's written permission

2.7.3.7 Non fulfillment of any contractual obligations

2.7.4 To recover any money due from contractor from any money due to the contractor under this contract or any contract or from the security deposit.

2.7.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to ceiling of 10% of contract value.

2.7.6 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason.

2.7.7 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form the money BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.

2.7.8 To restrict or increase the quantity and nature of work to suit site requirement since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

2.7.9 To deploy BHEL's Fitters, Welders, Operators and Technicians in case of emergency/poor progress/efficiency in skill on the part of employees of contractor and recover the expenditure on account of the same from contractor's bills.

2.7.10 While every endeavour will be made by BHEL, they can not guarantee uninterrupted work due to conditions beyond their control, contractor will not be entitled for any compensation/extra payment on this account.

2.7.11 In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contract in respect of observation of local laws, employment of personnel, payment of taxes etc.

2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.

2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.3 The contractor shall comply with all State and Central Laws, Statutory Rules, Regulations etc. such as:-

2.8.4 Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Fund Scheme, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970 and other acts, rules and regulations for labour as may be enacted by the Government during the tenure of the contractor shall give to the local governing body, police and other relevant authorities all such notices as may be required by the Law.

2.8.4 The contractor shall pay all taxes, license charges, deposits, duties, taxes, royalties, commission or other charges which may be levied on account of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

2.8.5 While BHEL would pay the inspection fees of Boiler Inspectorate, all other arrangements for site visits periodically by Boiler Inspector to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to Boiler Inspector in connection with contractor's Welders qualification/prequalification tests. Etc.

2.8.6 Contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.7 The contractor shall be responsible for proper accomodation including adequate medical facilities for personnel employed by him.

2.8.8 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.

2.8.9 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.10 All the properties/equipments/components of BHEL/their Client loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client.

The contractor shall use each properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required.

2.8.11 It is not obligatory on the part of BHEL to supply any tools or tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon availability/possibility/BHEL's/ Customer's handling equipment and other plants may be made available to the contractor on payment of the hire charges free of charges as fixed, subject to the conditions laid down by BHEL/Customer from time to time unless paid in advance, such hire charges if applicable shall be recovered from contractor's bills/Security Deposit in one instalment.

2.8.12 The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.

2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.

2.8.14 Any delay in completion of works/or non achievement of periodical targets due to the reasons attributable to the contractor, the same will have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than shift. All these are to be carried out by the contractor at no extra cost.

2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.16 All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

2.8.17 The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.

2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.19 No levy or payment or charge made or imposed shall be impeached by reason of any Clerical error or by reason of any mistake in the amount levied or demanded or charged by BHEL/their Client. In case of nonreturning, loss, damage, repair etc. the cost thereof as may be fixed by the Site Engineer will be recovered from the contractor.

2.8.20 Also, no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.

2.8.21 The contractor shall take all responsible care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their Client.

2.8.22 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and deal with accordingly.

2.9 CONSEQUENCES OF CANCELLATION

Whenever BHEL exercises its authority to terminate the contract/withdraws a portion of work under 2.7, they may complete the work by any means at the contractor's risk and cost, provided that the event of the cost of completion(as certified by the Site Engineer which is final and conclusive) be less than contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of security deposit and recovery of liquidated damages as per relevant clauses.

2.9.1 In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of materials purchased and/or labour provided by BHEL within addition of such percentage to COVER SUPERVISION and establishment charges as may be decided by BHEL.

2.10 INSURANCE

2.10.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/Customer covering the risk during transit, storage, erection and commissioning.

2.10.2 It is the sole responsibility of contractor to insure his workmen against accidents and injury while at work as required by relevant rules and to pay compensation to workmen as per Workmen's Compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project, which are in force from time to time, will have to be followed by the contractor.

2.10.3 If due to negligence and for non observation/observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities.

2.10.4 If due to the contractor's carelessness, negligence or non-observance of safety precaution, damage to BHEL's/Customer's property and personnel occurs and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from contractor.

2.10.5 It shall be the responsibility of contractor to provide security arrangement for the equipment/materials belonging to BHEL and handed over to contractor for erection/transportation till same are taken over by BHEL.

2.11 STRIKES & LOCKOUT

2.11.1 The contractor will be fully responsible for all the dispute and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both and the cost so incurred by BHEL shall be deducted from the contractor'' bills.

2.11.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.12 FORCE MAJEURE

2.12.1 The following shall amount to force majeure:-

Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earthquake and Epidemic and other similar causes over which the contractor has no control.

2.12.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to

period of delay, provided that on the occurrence of any such contingency, the contractor immediately should report to BHEL and the contractor shall not be eligible for any compensation.

2.13 **GUARANTEE**

Even though the work will be carried out under the supervision of BHEL Engineers, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer for good workmanship and shall rectify free of cost all such defects due to faulty erection detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost without prejudice to any other rights and recover the same from security deposit/other dues or by other legal means.

2.14 **ARBITRATION**

All disputes between the parties to the contract, arising out of or in relation to the contract other than those for which the decision of the Engineer or of any other person is by the contract expressed to be final and conclusive shall, after written notice by either party to the contract to other party be referred to sole arbitration of General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act 1940.

The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator, had earlier in his official capacity to deal directly or indirectly with the matter to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

In the event of the Arbitrator dying, neglecting or refusing to act, resigning or being unable to act for any reason or his award being set aside by the Court for any reason. It shall be lawful for the General Manager or his successor as the case may be, either to act himself as the Arbitrator or to appoint another

Arbitrator in the place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may from time to time, with the consent of both the parties to the contract, enlarge the time for making the award.

2.15 Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

2.16 PRICE VARIATION CLAUSE

The quoted rate shall be firm throughout the period as specified in time schedule plus grace period. The grace period would be one month for every six months of contract period or part thereof. In case the work cannot be completed within the above period plus grace period for no fault of contractor, the following shall become applicable to cover all expenditure for completing the contracted work. No other compensation shall be payable:-

$$P1 = Po \left(0.10 + 0.90 \frac{L1}{L0}\right)$$

Where

P1 = Revised contract rate/Contract price

Po = Accepted contract rate/contract price

Lo = All India Average Consumer Price Index for Industrial Workers as published in RBI Bulletin for the month when the contract period comes to a close.

L1 = All India average Consumer Price Index for Industrial Workers as published in RBI Bulletin for the month for which bill has been raised.

ANNEXURE"A"

FINANCIAL VIABILITY

1	Owner's capital in the business (in case of Partnership, Please mention percentage, shares and amounts)	Rs.
2	Quantum of Business done during last three financial years	Rs. 1)
		2)
		3)
3.	Value of fixed assets of the business in last three years	1)
		2)
		3)

4. Guarantee Limits(if any) enjoyed by the firm

5. Over draft limits (if any) enjoyed by the firm

6. Please state whether audited Profit and Loss Account and Balance Sheet for last three years are enclosed.

NOTE : All the above documents should be duly certified by Auditors/Bank as may be applicable.

ANNEXURE"B"

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

Sl. No.	Details of job executed/in progress with location of projects	Total value of the contract	No. of Skilled/Unskilled workers deployed at site for this job	No. of staff deployed at site for execution of job	Remarks

ANNEXURE"C"

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (If Applicable)

(to be issued in appropriate valid non-judicial stamp paper)

This deed of guarantee made this_____day of 200 by_____Bank Limited in favour of Bharat Heavy Electricals Limited, having its registered office at BHEL House, Asian Games Village, Siri Fort, New Delhi – 110 049 (hereinafter called the "Company"), thru BHEL, Power Sector-Western Region, Nagpur – 440 001 (Maharashtra).

WHEREAS M/s _____ (hereinafter called the tenderer) have submitted a tender_____in response to tender specification no._____(hereinafter called the said "tender document") of M/s BHEL, PSWR, Nagpur – 440 001.

AND WHEREAS the said tender documents provide that the tenderer shall pay a sum of Rs._____(Rupees_____only) towards Earnest Money Deposit to be made in the form and manner therein specified.

AND WHEREAS the tenderer_____have approached in consideration of the arrangement arrived at between the said tenderer and the said Bank and the said Bank has agreed to give such guarantee as hereunder mentioned to the aforesaid company.

Now, therefore, this presents witness that we_____Bank Limited by the hand of Shri_____, its lawfully and duly constituted attorney, do hereby undertake to pay the aforesaid company a sum of Rs._____(Rupees_____only) by virtue of the Guarantee against any loss or damage caused to or suffered by the said company by reason of any breach by the aforesaid tenderer of the terms, conditions, stipulations, Undertaking or any one of them contained in the said tender documents and for the payment of any money or moneys payable by the said tenderer to the said company under the terms and conditions of the tender documents (the decision regarding the breach, loss, damage or payment due being solely is the discretion of the said company). We further undertake to pay the aforesaid amount in a lumpsum on demand irrespective of the fact whether the said tenderer admits or denies such claims or questions its correctness in any Court, Tribunal or Arbitration proceedings or before any authority.

The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession for the time being granted by the said company to the tenderer in or for fulfilling conditions of the tender documents and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said tender documents irrespective of whether notice of such change and variation is given to us or not and claim to receive such notice of any change and/or variation of the terms and/or conditions of the said tender document is hereby specifically waived by us. Further, we shall not be released from the guarantee by any for bearance of exercise of non exercise of any of the power of rights under the said company against the tenderer irrespective of whether notice of such for bearances, enforcement or non-enforcement of any powers or rights modifications or changes of such for bearances enforcement or non-enforcement of any powers or right, modifications or changes made in the said tender documents or concessions shown of the tenderer by the company is given

to us or not. The guarantee herein contained shall be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the tender but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may hereafter become due to the said company in respect of any liability or obligations of the tender under the said tender documents.

We, the said Bank further agree that the guarantee hereinafter contained shall remain in full force and effect during the period that would be taken for the finalisation of the tender and execution of agreement there of and that it shall continue to be enforceable till the required security deposit is deposited by the successful tenderer, as stipulated in the said tender documents or till the company certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said tenderer, and accordingly discharged the guarantee subject however to that the company shall have no rights under this guarantee after the expiry of 180 days from the date of its execution.

Any claim of dispute arising under the terms of this documents shall only be enforced or settled in Courts at NAGPUR only.

And lastly the_____Bank undertakes not to revoke this guarantee under the Bank's memorandum and articles of association and the undersigned has full power to do so on its behalf under the power of attorney dated_____granted to him by the proper authorities of the Bank.

DATED THE DAY OF

Bank by its constituted attorney
(Signature of the person duly authorised to sign on behalf of Bank)

Note: 1) To be countersigned by the SBI or RBI if it is executed by other Scheduled Banks.

2) No deviation from the above can be accepted.

ANNEXURE "D"

PROFORMA FOR SECURITY DEPOSIT

THIS DEED OF GUARANTEE made this day of_____
By M/s_____
(hereinafter called the Bank) in favour of M/s Bharat Heavy Electricals Limited, having its registered office at BHEL House, Asian Games Village, Siri Fort, New Delhi – 110 049 (hereinafter called the "Principal"), thru BHEL, Power Sector-Western Region, Nagpur – 440 001 (Maharashtra).

WHEREAS M/s_____
(hereinafter called the contractor) proposes to enter into a contract arising out of Letter of Indent No._____dated_____addressed by principal to the contractor for_____(hereinafter called the said agreement).

AND WHEREAS the said agreement provides that the contractor shall pay a sum of Rs._____(Rupees_____only) towards 50% of full Security Deposit to be made in the form and manner therein specified.

AND WHEREAS the Contractor have approached the Bank and their request and in consideration of the agreement arrived at between the said Contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.

NOW, therefore these presents witnesses that we the Bank by the hand of Mr._____, its lawfully duly constituted attorney to hereby undertake to pay to the Principal a sum of Rs._____(Rupees_____only) without demur on demand being made by the Principal and keep to the Principal indemnified to the extent of Rs._____ by virtue of this guarantee against any loss or damage caused to or by the aforesaid Contractor of any of the terms and conditions, stipulation or undertaking of any one of them contained in the said Agreement and tender documents attached thereto, and for the payment of any money or money payable by the said contractor to the Principal under the terms and conditions of the said Agreement (the decision regarding the breach, loss, damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lumpsum on demand or such part there of as the Principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any Court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the Principal to the contractor in or for fulfilling the said agreement between contractor

and the Principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change or variation is given to us or not.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor but shall in all respects and for all purposes binding and operative until all payments of all money due or that may hereafter become due to the principal in respect of any liabilities or obligations of the contractor under the said agreement.

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 agreement and that it shall continue to be enforceable till all dues of the principal under or by virtue of the said agreement have been fully paid its Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, subject however that the principal shall have no rights under the guarantee after the expiry of six months from the date of completion of the contract unless this guarantee is extended by mutual agreement.

Any claim or dispute or disputes arising under the terms of this document shall be enforced or settled in the Courts at Nagpur only.

And lastly the bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.

The Bank hereby declares that it has powers to issue this guarantee under the Bank's Memorandum and Articles or Association and undersigned has full powers to do so on its behalf under the power of attorney to him by the proper authorities of the Bank.

DATED:

(Name of the Bank)

SEAL

DESIGNATION OF THE AUTHORISED
PERSON SIGNING THE GUARANTEE

ANNEXURE "E"

BG PROFORMA FOR INTEREST BEARING ADVANCE

(If Applicable)

THIS DEED OF GUARANTEE made this day of_____ by M/s_____(hereinafter called the Bank) in favour of M/s Bharat Heavy Electricals Limited, having its registered office at BHEL House, Asian Games Village, Siri Fort, New Delhi – 110 049 (hereinafter called the "Principal"), thru BHEL, Power Sector-Western Region, Nagpur – 440 001 (Maharashtra).

WHEREAS M/s_____(hereinafter called the Contractor) proposes to enter into a contract arising out of Letter of Intent No._____ dated _____ addressed by Principal to the Contractor for _____(hereinafter called the said agreement).

AND WHEREAS the said agreement provides that the Principal will pay a maximum sum of Rs._____ (Rupees_____ only) towards interest bearing advance to be made in the form and manner therein specified.

AND WHEREAS the Contractor has approached the Bank requesting for issue of guarantee for Rs. _____ and on their request and in consideration of the agreement arrived at between the said Contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.

NOW, therefore, these presents witnesses that we the Bank by the hand of Mr._____, its lawfully duly constituted attorney do hereby undertake to pay to the Principal a sum of Rs. _____ (Rupees _____ only) without demur on demand being made by the Principal and keep to the Principal indemnified to the extent of Rs. _____ by virtue of this guarantee against any loss or damage caused to or by the aforesaid Contractor of any of the terms or conditions, stipulation or undertaking of any one of them contained in the said agreement and tender documents attached thereto, and for the payment of any money or moneys payable by the said Contractor to the Principal under the terms and conditions of the said agreement (the decision regarding the breach, loss, damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lump-sum on demand or such part thereof as the Principal may demand from time to time irrespective of the fact whether the said Contractor admits or denies such claim or questions its correctness in any Court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the Principal to the Contractor in or for fulfilling the said agreement between Contractor and the Principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said agreement irrespective of whether notice of such change or variation is given to us or not.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the Contractor, but shall in all respects and for all purposes binding and operative until all payments of all money due or

that may hereafter become due to the Principal in respect of any liabilities or obligations of the Contractor under the said agreement.

We, the Bank further agree that the guarantee herein contained shall remain in full force till the advance is recovered in full.

Any claim or dispute or disputes arising under the terms of this document shall be enforced or settled in the Courts at Nagpur only.

And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the Principal in writing.

The Bank hereby declares that it has powers to issue this guarantee under the Bank's Memorandum and Articles of Association and undersigned has full powers to do so on its behalf under the Power of Attorney granted to him by the proper authorities of the Bank.

DATED

(Name of the Bank & Place)

SEAL

DESIGNATION OF THE AUTHORISED
PERSON SIGNING THE GUARANTEE

ANNEXURE"F"

PROFORMA FOR RELEASE OF LAST 5% PAYMENT

THIS DEED OF GUARANTEE made this day of_____ by M/s_____(hereinafter called the Bank) in favour of M/s BHARAT HEAVY ELECTRICALS LIMITED, having its registered office at BHEL House, Asian Games Village, Siri Fort, New Delhi – 110 049 (hereinafter called the "Principal"), thru BHEL, Power Sector-Western Region, Nagpur –440-001(Maharashtra), WHEREAS M/s_____(hereinafter called the contractor) proposes to enter into a contract arising out of Letter of Indent No._____ dated_____addressed by the Principal to the contractor for (hereinafter called the said agreement).

AND WHEREAS the said agreement provides that the contractor shall pay a sum of Rs._____(Rupees)_____only) towards 5 percent of contract value towards guarantee period of twelve months in the form and manner therein specified.

AND WHEREAS the contractor have approached the Bank and their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned the Principal.

NOW therefore, these presents witness that we the Bank by the hand of Mr._____ the offices are authority by the bank of Guarantees' issue in behalf of the Bank do hereby undertakes to pay to the principal a sum of Rs_____(Rupees_____only) by virtue of this guarantee against any loss or damage caused to or by the aforesaid Contractor of any of the terms of conditions, stipulations or undertakings of any case of them contained in the same agreement and documents attached thereto and for the payment of any money or moneys payable by the said contractor to the Principal under the terms and conditions of the said agreement. (the decision regarding the breach, loss, damage or payment due being solely in the discretion of the Principal).

We further undertake to pay without demur the aforesaid amount in a lumpsum on demand or such part hereof as the Principal may demand from time to time irrespective of the fact whether the said Contractor admits or denies such claim or question its correctness in and Court, Tribunal or arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the Principal to the Contractor in or for fulfilling the said Agreement between Contractor and the Principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulations or any variation in the terms of the said Agreement irrespective of whether notice of such change or variation is given to us or not and claim to receive such notice of any change/and/or variation of the terms and/or conditions of the said agreement is hereby specifically waived by us.

Further we shall not be released from the guarantee by any forbearance or the exercise or non-exercise of any of the powers or rights under the said agreement by the Principal against the Contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or changes made in the agreement or concessions shown to Contractor by the Principal is given to us or not.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the Contractor but shall in all respects and for all purposes binding and operative until all payments of all moneys due or that may hereinafter become due to the Principal in respect of any liabilities or obligations of the contractor under the said agreement.

The Bank guarantee shall be valid till i.e. 12 months after completion of works as per relevant clause of Tender Specification No._____

Any claim or dispute or disputes arising under the terms of this document shall be enforced or settled in the Courts at NAGPUR only.

And lastly the undertaken not to revoke this guarantee during its currency except with the previous consent of the Principal in writing.

The Bank hereby declares that it has powers to issue this guarantee under the Bank's Memorandum and Articles of association and undersigned has full Powers to do so on its behalf under the Power of Attorney granted to him by the proper Authorities of the Bank.

(Name of the Bank & Place)

DATED:

SEAL

DESIGNATION OF THE AUTHORISED
PERSON SIGNING THE GUARANTEE

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Power Sector – Western Region
345, Kingsway
Nagpur – 440 001

CONTRACT AGREEMENT

AGREEMENT NO._____ DATED_____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
AMOUNT OF TENDER ACCEPTED	
LETTER OF INDENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

_____ CONTRACTOR

_____ (OFFICER AUTHORISED TO SIGN AGREEMENT)

CONTRACT AGREEMENT

This Agreement made this day, the _____ between BHEL having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI (hereinafter called the FIRST PARTY) thru BHEL, POWER SECTOR-WESTERN REGION, SHREEMOHINI, 345, KINGSWAY, NAGPUR – 440001, of one part and _____(hereinafter called the "CONTRACTOR" of the SECOND PARTY).

02 WHEREAS the first party is desirous of executing the work of _____ _____ more particularly described in the appendices including drawings and specifications attached herewith.

03 WHEREAS in pursuance of the said contractor's tender having been accepted the first party has decided to give the above said work to the Contractor.

04 WHEREAS the said Contractor has agreed to do the herein contained in these presents, instructions to tenderer, general conditions and special conditions (hereinafter referred as the said contract schedule) at approved rates (hereinafter referred to as the said contract rates).

05 AND WHEREAS the said contractor has furnished the Bank Guarantee of Rs._____(Rupees _____only) towards initial 50% Security Deposit for the complete work and has further agreed for balance amount of Rs._____ Security Deposit being recovered at 10% value of each running bill till the full security deposit is made up for the satisfactory completion and performance of the work and whereas the validity of the said Bank Guarantee has to be executed by the contractor, if so required for the extended period of contract period and in the event of his failure to do so, the contractor shall pay or accept the recovery of this amount of Rs._____from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of the contract and first party reserves the right to take any legal action deemed fit for recovery of the said sum of Rs._____. This amount of Rs._____will be refunded (and Bank Guarantee will be returned) to the contractor on satisfactory completion of the work as specified in the contract documents.

06 Now these presents witness that in consideration of the said contract schedule and said contract rates, as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work subject to the stipulation hereinafter expressed.

07 That the said contractor will perform the aforesaid work subject to the conditions contained in these presents, instructions to the Tenderers, General and Special Conditions of Contract and the Contract documents attached herewith including the said schedule, Specifications, Appendices, Letter of Indent, drawings attached and also such other drawings and instructions as may from time to time be given by the first party.

08 And that the said contractor shall be deemed to have carefully examined the specifications and Conditions of Contract, Appendices, Schedules, Letter of Indent, Drawings etc. as aforesaid and also to have satisfied himself as to the nature and character of work to be executed.

09 That the said contractor shall carryout and complete the execution of the said work to the entire satisfaction of the Engineer-In charge within the agreed time schedule.

10 That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work at said contract rates and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.

11 That the contract shall come into force with retrospective effect from the date on which Telex/Fax Letter of Indent was issued to the contractor.

12 That whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the contractor, the sum may be deducted in the manner as set out in the conditions of the contract aforesaid.

13 That all charges on account of Octroi, terminal and sales tax or other duties on material obtained for the work shall be borne by the said contractor.

14 This is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.

15 That the expression BHEL means the Bharat Heavy Electricals Limited, BHELI House, Siri Fort, New Delhi, Thru BHEL, Power Sector-Western Region, "Shreemohini Complex", 345, Kingsway, Nagpur – 440 001.

The documents hereto attached viz:-

1 _____

2 _____ etc.

shall also form part of this agreement.
In WITNESS hereto the parties have respectively set their signature in presence of:
WITNESS (with full address)

1.

2.

Signature of the Contractor
(To be signed by a person holding
valid Power of Attorney of the Company)

WITNESS (with full address)
1.
2.

For and on behalf of
BHARAT HEAVY ELECTRICALS LTD

DATE_____