



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**TCN - 01**

Ref: PSER:SCT:MJA-C751:TCN-01

Date: 25-05-2007

Sub	Tender change notice (TCN) 01.	
Job	Civil, structural etc work of Power Block 1 covering power house including common control room bay, mill bay, aux buildings, misc civil works etc of unit # 1 for 2x500 MW unit # 1 & 2 Mejia-B TPS, West Bengal.	
Ref	1.0	Tender no PSER:SCT:MJA-C751:07.
	2.0	BHEL's NIT vide reference no PSER:SCT:MJA-C751:0900, dated 18-05-07.

With reference to above, following points, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Due date of pre-bid discussion (PBD) is rescheduled on **31-05-2007 (15-00 hrs)**.
- 2.0 Volume-IB (GCC) was inadvertently published against File 4 – MJA-C751-Volume-IE. The same stands replaced by enclosed file.
- 3.0 No deviation certificate has been revised and the same is attached. Bidder to submit 'No deviation certificate' as per attached format only.
- 4.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

DGM (SCT)

Encl

- 1.0 File 4 – MJA-C751-Volume-IE.
- 2.0 Revised format of 'No deviation certificate'.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23211691

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Civil, structural etc work of Power Block 1 covering power house including common control room bay, mill bay, aux buildings, misc civil works etc of unit # 1 for 2x500 MW unit # 1 & 2 Mejia-B TPS, West Bengal.	
Ref	01	BHEL's NIT vide reference no PSER:SCT:MJA-C751:0900, dated 18-05-2007.
	02	Tender no PSER:SCT:MJA-C751:07.
	03	BHEL's TCN-01 vide reference no PSER:SCT:MJA-C751-TCN-01, dated 25-05-07.
	04	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

<b>TENDER NO</b>	<b>PSER:SCT:MJA-C751:07</b>	
<b>VOLUME</b>	<b>IE</b>	<b>ANNEXURES, FORMATS ETC</b>

<b>JOB</b>	<b>CIVIL, STRUCTURAL ETC WORK OF POWER BLOCK 1 COVERING POWER HOUSE INCLUDING COMMON CONTROL ROOM BAY, MILL BAY, AUX BUILDINGS, MISCELLANEOUS CIVIL WORKS ETC OF UNIT # 1.</b>
<b>CAPACITY</b>	<b>2 x 500 MW UNIT # 1 &amp; 2</b>
<b>PROJECT</b>	<b>MEJIA-B THERMAL POWER STATION, WEST BENGAL</b>

**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Govt Of India Undertaking)**  
**POWER SECTOR – EASTERN REGION**  
**PLOT – DJ 9/1, SECTOR II, SALT LAKE**  
**KOLKATA – 700 091**

**ANNEXURE - A**

**DECLARATION SHEET**

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the project site, namely, \_\_\_\_\_ site, under specification no PSER:SCT:\_\_\_\_\_, issued by BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

I/We, have carefully perused the following documents connected with the above specification and agree to abide by the same:

1. Volume I, II and III of tender specification.
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website { [www.bhel.com](http://www.bhel.com) or [www.jantermanter.com](http://www.jantermanter.com) } and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri \_\_\_\_\_ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the earnest money deposit in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide BHEL cash receipt No \_\_\_\_\_, dated \_\_\_\_\_, Call deposit no \_\_\_\_\_, dated \_\_\_\_\_, Demand draft no \_\_\_\_\_, dated \_\_\_\_\_, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector - Eastern Region, DJ-9/1, Sector-II, Salt Lake, Kolkata - 700 091.

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

Date : \_\_\_\_\_ Tenderer: \_\_\_\_\_  
Place: \_\_\_\_\_ Address: \_\_\_\_\_

Witnesses with their addresses

Signature	Name	Address
1.		
2.		
3.		

Authorised representative's signature with name and address.

**ANNEXURE - B****GENERAL INFORMATION ABOUT TENDERER**  
**FORMAT I - ORGANISATION STRUCTURE**

## 1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

## 2. Details of staff presently on permanent roll of organisation

A1	Name of site incharge	
A2	Qualification and experience	

## b) Engineering staff:

Sl no	No of Officials	Designation	Specialists, if any (indicate the area of specialisation)	Qualification with experience	State no, proposed to be deployed	Remarks if any
1	2	3	4	5	6	7

## c) Details of technical staff:

Sl no	Category	Total no on roll	Nos proposed to be deployed at site for this job
1	Supervisors/Foreman		
2	Storekeepers		
3	Crane Operators		
4	Compressor Operator		
5	Mill Wright Fitter		
6	Mill Fitters		
7	Instrument Fitter		
8	Electrician		
9	Sarang		
10	Rigger		
11	Carpenter		
12	Painter		
13	Tinsmith		
14	Sheet metal fabricator		
15	Pipe fabricator		
16	Cable jointing		
17	Light Vehicle Driver		
18	Heavy vehicle Driver		
19	Others		

d) Please indicate how you propose to ensure quality of work at site.

**FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE**

1. Accommodation

a) For Engineers/supervisors/other staff

Sl no	Category	Type of accommodation	Facilities provided	Remarks

b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen.

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

**ANNEXURE - C****PROFORMA OF FINANCIAL VIABILITY**

1. Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - a.
  - b.
  - c.
3. Value of fixed assets of the business in last three years.
  - a.
  - b.
  - c.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any) enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).
7. Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

Note: All the above documents should be duly certified by auditors /bank as may be applicable.

Note

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All the above documents should be duly certified by auditors/bank as may be applicable.

Signature of the tenderer

**ANNEXURE - D**

**ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS**

Sl No	Agency by whom awarded	Location of project	Capacity and unit no	Scope of work and tonnage	Date of award	Contract value in Rs. Lacs	%age work completed & due date for compln	Date of completion if job is already over	No of skilled /unskilled workers deployed	No. of Engrs. & Sup. deployed	Details of Major T&Ps deployed	Consumables
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of the tenderer

**ANNEXURE - E**

**MONTHWISE MANPOWER DEPLOYMENT PLAN**  
**[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH]**

SL. NO.	CAT EGO RY	MON TH-1	MON TH-2	MON TH-3	MON TH-4	MON TH-5	MON TH-6	MON TH-7	---- SO ON				

Signature of the tenderer

**ANNEXURE - F**

**STATUS OF T&P AND DEPLOYMENT PLAN**

**F1. STATUS OF TOOLS AND PLANTS**

SL NO	NAME OF EQPT.	QTY. OWNED	REGISTRATI ON NO. WHEREVER APPLICABLE	DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP	PRESENT LOCATION	QTY. PROPOSED TO BE DEPLOYED FOR THIS JOB

Signature of the tenderer

**F2. MONTHWISE TOOLS & PLANTS DEPLOYMENT PLAN**

**[INDICATE NO OF PERSONS TO BE DEPLOYED IN EACH MONTH]**

SL. NO.	CAT EGO RY	MON TH-1	MON TH-2	MON TH-3	MON TH-4	MON TH-5	MON TH-6	MON TH-7	---- SO ON			

Signature of the tenderer

**ANNEXURE – G**

**ANALYSIS OF QUOTED RATE**

Sl no.	Description	Percentage of quoted rate	Remarks
1	Salary & wages of staff and workers		
2a	Consumables		
2b	Gases		
2c	Welding Electrodes		
2d	P.O.L.		
	Others		
3	Depreciation and maintenance for T&P		
4	Depreciation and Maintenance for other items		
5	Establishment and administration expenses of site		
6	Overheads		
7	Profit		

Signature of the tenderer



**ANNEXURE - H**

**CHECKLIST OF GENERAL PARTICULARS**

Note: Tenderers are requested to fill in the following details and no column should be left blank.

- 01. Name and address of the tenderer :
- 02. Telegraphic/Telex address :
- 03. Phone no/FAX no (Office) :
- 04. Details about type of the firm/company :
- 05. Name and designation of the official of the tenderer :
- 06. Attested copy of the Power of Attorney :
- 07. Tenderers proposal no and date :
- 08. Whether EMD submitted and submission details :
- 09. Declaration sheet (in the format of Annexure-A) :
- 10. Details of experience (in the format of Annexure-D) :
- 11. Monthwise & categorywise manpower deployment plan (in the format of Annexure-E) :
- 12. Status of T&P and monthwise deployment plan (in the format of Annexure-F) :
- 13. Financial status (in the format of Annexure-C) :
- 14. Valid Income tax clearance certificate :
- 15. Analysis of rate quoted (in the format of Annexure-G) :

Date .....

Signature of the tenderer  
(with company seal)

Witness (signature with full particulars)

- 1.
- 2.

**ANNEXURE – I**

**PROTOCOL FOR ISSUE/RETURN OF TOOLS & PLANTS INCLUDING ACCESSORIES TO/BY SUBCONTRACTOR**

DESCRIPTION OF TOOLS & PLANTS:

NAME OF SUBCONTRACTOR:

LOI/WORK ORDER REFERENCE:

NATURE OF ISSUE AS PER CONTRACT: - FREE/CHARGEABLE

ISSUE OF TOOLS & PLANTS INCLUDING ACCESSORIES

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ HR \_\_\_\_\_ MIN

REMARKS/OBSERVATIONS REGARDING CONDITION OF ITEM AT THE TIME OF ISSUE FROM BHEL TO SUBCONTRACTOR:

-----  
(SIGNATURE OF  
BHEL'S REPRESENTATIVE)

-----  
(SIGNATURE OF  
SUBCONTRACTOR'S REPRESENTATIVE)

RETURN OF TOOLS & PLANTS INCLUDING ACCESSORIES

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ HR \_\_\_\_\_ MIN

REMARKS/OBSERVATIONS REGARDING CONDITION OF ITEM AT THE TIME OF RETURN TO BHEL BY SUBCONTRACTOR:

-----  
(SIGNATURE OF  
BHEL'S REPRESENTATIVE)

-----  
(SIGNATURE OF  
SUBCONTRACTOR'S REPRESENTATIVE)

COMMENT, IF ANY, OF BHEL'S ENGINEER-IN-CHARGE:

(SIGNATURE OF BHEL'S ENGINEER-IN-CHARGE)

[NOTE: PROTOCOL TO BE SIGNED IN TRIPLICATE. TWO COPIES TO BE RETAINED BY BHEL AND 3RD COPY TO BE HANDED OVER TO SUBCONTRACTOR'S REPRESENTATIVE]

**ANNEXURE – J**

**DELETED**

**BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt Of India Undertaking)  
POWER SECTOR – EASTERN REGION  
PLOT – DJ 9/1, SECTOR II, SALT LAKE  
KOLKATA – 700 091**

**Request for issue of `C' Form**

Head (Finance)  
Bharat Heavy Electricals Limited  
Power Sector - Eastern Region,  
Plot no - 9/1, Block - DJ, Sector - II, Karunamoyee  
Salt Lake City,  
KOLKATA – 700091.

Dear Sir,

Sub: Request for Issue of `C' Forms

We request you to issue to us "C" forms for the invoices for which following details are being given herewith.

1. Invoice number and date
2. Items Description
3. "C" Form value
4. LR / RR / GR number and date.

We are enclosing herewith Photocopies of Bill / invoice and LR/RR/GR.

Thanking you,

Yours faithfully,

**PROFROMA OF MONEY RECEIPT AGAINST FINAL BILL PAYMENT  
(TO BE EXECUTED ON Rs 10/- ( RUPEES TEN ONLY) NON-JUDICIAL STAMP PAPER)**

This to inform that we, M/s \_\_\_\_\_ of \_\_\_\_\_ having received the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from M/s Bharat Heavy Electrical Limited by account Payee Cheque, drawn on \_\_\_\_\_ branch, dated \_\_\_\_\_ in full and final settlement of the work order/ letter of intent of intent, document no \_\_\_\_\_, dated \_\_\_\_\_.

We hereby further confirm that we neither have any present claim nor shall raise any future claim hereafter against Bharat Heavy Electricals Limited in respect of the above mentioned work order/ letter of intent / purchase order.

Dated this the \_\_\_\_\_ of \_\_\_\_\_.

Signature of the authorised representative of the company with stamp

Signed in the presence of:

Witness:

1.                   Signature  
(Name in block letters)

2.                   Signature  
(Name in block letters)

**ANNEXURE - K****FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT(SD)**

(TO BE EXECUTED ON APPROPRIATE NON-JUDICIAL STAMP PAPER (Min100 Rupees)

(APPROPRIATE DATA SHALL BE FILLED-IN AGAINST THE FIELDS, SHOWN IN ITALICS &amp; BOLD WITHIN BRACKET)

**SECURITY DEPOSIT**

In consideration of the BHARAT HEAVY ELECTRICALS LIMITED (a Government of India Undertaking) having its registered office at BHEL HOUSE, Siri Fort, New Delhi - 110 049 through its division at Plot no.9/1, DJ Block, Sector -II , Salt Lake City, kolkata 700 091.(hereinafter called 'the Company') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Contractor/s') from the demand, under the terms and conditions of an Agreement arising out of letter of intent issued under no \_\_\_\_\_, dated \_\_\_\_\_, made between the Company and Contractor for **(NAME OF WORK)** (hereinafter called 'the said Agreement') of Security Deposit for the due fulfilment by the said Contractor/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we **(NAME OF BANK)**, (hereinafter referred to as 'the Bank') at the request of (CONTRACTOR/s) do hereby undertake to pay to the Company an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor/s of any of the terms or conditions contained in the said Agreement.

01. We **(NAME OF BANK)** do hereby undertake to pay the amounts pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor's/s' failure to perform the said Agreement. 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 \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
02. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
03. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.
04. We, **(NAME OF 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 that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid & its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said Contractor(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before **(date)** we shall be discharged from all liability under this guarantee thereafter.

- 05. We, **(NAME OF THE BANK)** further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement 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 Company against the said Contractor(s) 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(s) or for any forbearance, act or commission on the part of the Company or any indulgence by the Company 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.
- 06. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s), Supplier (s).
- 07. The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.
- 08. We, **(NAME OF THE BANK)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated                      the                      day of

**(NAME OF THE BANK)**

NOTE: Expiry date to be shown in para-4 above should not be earlier than 60 days after the completion date contemplated under the contract.

\_\_\_\_\_

**ANNEXURE – L****PROFORMA FOR CONTRACT AGREEMENT**

Agreement No : PSER:SCT: Date:

Name of the work :

Name of the contractor with full address :

Amount of tender : Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Telex of intent No : PSER:SCT: , dated

Work order No : PSER:SCT: , dated

Time allotted for completing work : \_\_ ( ) months from start of work

**FOR CONTRACTOR****FOR BHARAT HEAVY ELECTRICALS LTD**

**CONTRACT AGREEMENT**

Agreement No: PSER:SCT: \_\_\_\_\_, Dated: \_\_\_\_\_

1. This agreement made this day the \_\_\_\_\_, 200\_ between Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Calcutta -700 091, having its registered office at BHEL House, Siri Fort, New Delhi 110 049 (hereinafter called the FIRST PARTY) of one part and Messers \_\_\_\_\_ called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of \_\_\_\_\_, more particularly described in the appendices including specifications attached herewith.
3. 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.
4. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
5. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No \_\_\_\_\_, dated \_\_\_\_\_, for a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from M/s \_\_\_\_\_ Bank, Branch \_\_\_\_\_, valid upto \_\_\_\_\_ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before \_\_\_\_\_ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
6. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, 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.
7. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.

8. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
9. 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 the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
10. That the contract shall come into force with retrospective effect 200\_\_, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
11. That whenever under this contract or other wise, 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 conditions of contract as aforesaid.
12. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
13. That 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.
14. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, POWER-SECTOR, EASTERN REGION, CALCUTTA - 700 091.
15. The documents hereto attached viz:
  - (1) BHEL's tender specification No: \_\_\_\_\_.
  - (2) Contractor's offer No: \_\_\_\_\_, dated \_\_\_\_\_.
  - (3) BHEL's TOI/LOI No: \_\_\_\_\_, dated \_\_\_\_\_.
  - (4) Contractor's unqualified acceptance letter no: \_\_\_\_\_, dated \_\_\_\_\_ of BHEL's TOI/LOI.
  - (5) BHEL's Work Order No: \_\_\_\_\_, dated \_\_\_\_\_.
  - (6) Contractor's unqualified acceptance letter no \_\_\_\_\_, dated \_\_\_\_\_ of above BHEL's Work Order.and others, if any.  
shall also form part of the contract agreement.
16. In witness hereof the parties have respectively set their signature in the presence of:

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.