

Volume - 1 (D)

*This Volume is deleted.*

*Abhishek*  
अभिषेक कुमार जा / ABHISHEK KUMAR JHA  
वरिष्ठ अग्निवंता / Senior Engineer  
नवीन भवन परियोजना / New Building Project  
भारत द्वीप इंजिनियरिंग / Bharat Heavy Electricals Limited  
प्लॉट नं 25, रोड नं 103, नोएडा-201301  
Plot No. 25, Road No. 103, Noida-201301

### Volume – 1 (E)

#### Technical Conditions of Contract

Technical specification of all the materials shall be as per the Guaranteed Technical Particulars (GTP) approved by PVVNL & same shall be ensured by the successful bidder.



अभिषेक कुमार झा / ABHISHEK KUMAR JHA

सenior Engineer / अधिकारी

नवीन भवन परियोजना / New Building Project

भारत ई-इंजीनियरिंग लिमिटेड / Bharat Heavy Electricals Limited

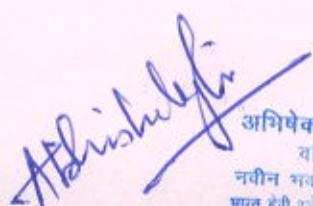
फॉलो. 25, सेक्टर-16, नोएडा-201301

Plot No. 25, Sector-16, Noida-201301

Outsourcing the work of construction of 33 KV power line from  
UPPTCL's 220 KV substation at sector 20, Noida to BHEL  
premises, at sector 16A, Noida, under the supervision of  
PVVNL

# VOLUME-1F FORM AND PROCEDURES

New Building Project, Noida  
**BHARAT HEAVY ELECTRICALS LTD.**



अभिषेक कुमार झा / ABHISHEK KUMAR JHA  
सenior Engineer / Senior Engineer  
नयीन भवन परियोजना / New Building Project  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited  
प्लॉट नं. 25, सेक्टर 16A, नोएडा 201301  
Plot No. 25, Sector-16, Noida-201301

CONTRACTOR  
(Sign with name, designation and date)

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

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

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

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

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

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

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

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

**Authorised Representative of Bidder**

Signature :

Name :

Address :

Place:

Date:



CONTRACTOR

(Sign with name, designation and date)

## BHARAT HEAVY ELECTRICALS LIMITED

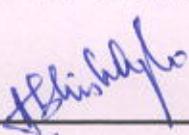
(A Government of India Undertaking)

## CONTRACT AGREEMENT

AGREEMENT NO. \_\_\_\_\_

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

SIGNATURE OF CONTRACTOR



(SIGNATURE OF BHEL OFFICER )

CONTRACTOR  
(Sign with name, designation and date)

CONTRACT AGREEMENT

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

AND

M/S \_\_\_\_\_ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s ----- state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.- ----- dated ----- And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.----- dated ----- read with the references cited therein.

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

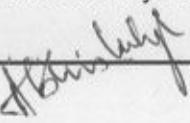
1. That the contractor shall execute the work of ----- and more particularly described in Tender Specification No ----- including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated ----- and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.----- dated ----- for a sum of Rs.----- executed by ----- in favour of BHEL towards Security Deposit valid upto -----

OR

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

OR

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

  
\_\_\_\_\_  
CONTRACTOR  
(Sign with name, designation and date)

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

OR

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

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

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

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

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

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

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

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

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

13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of

CONTRACTOR  
(Sign with name, designation and date)

consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
16. The following documents

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

shall also form part of and govern this Agreement.

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

WITNESS

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

1.

2.

WITNESS

(For and on behalf of BHEL)

1.

2.



---

CONTRACTOR  
(Sign with name, designation and date)

**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**  
**(On non-Judicial paper of appropriate value)**

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ 1 through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_ 2 (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No.\_\_\_\_\_ dated \_\_\_\_\_ 3 valued at Rs..... 4 ( Rupees - \_\_\_\_\_)4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.\_\_\_\_\_ 5 (Rupees only), \_\_\_\_\_

We \_\_\_\_\_(indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs.\_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

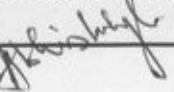
Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_ 6 and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ 7, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_\_(indicate the name of the Bank)\_\_\_\_ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being

  
 \_\_\_\_\_  
 CONTRACTOR  
 (Sign with name, designation and date)

granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed..... 5

b) This Guarantee shall be valid up to ..... 6

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

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

Date ..... Day of .....  
for ..... (indicate the name of the Bank).....

(Signature of Authorised signatory)

1 ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited

2 ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

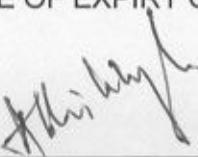
3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

4 CONTRACT VALUE

5 BG AMOUNT IN FIGURES AND WORDS

6 VALIDITY DATE

7 DATE OF EXPIRY OF CLAIM PERIOD



CONTRACTOR

(Sign with name, designation and date)

## FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

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

BANK GUARANTEE No:

Date:.....

To

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

Dear Sir

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

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

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

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

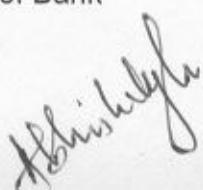
Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank



**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

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

Dear Sir,

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

---

CONTRACTOR  
(Sign with name, designation and date)

**INDEMNITY BOND**

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

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 (Hereinafter referred to as the Company)

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

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

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

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

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

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

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

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



CONTRACTOR

(Sign with name, designation and date)

## 4. breach of confidentiality by the contractor

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

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

Signed for and on behalf of  
M/s xxxxxxxxxxxxxxxx

Witness:

1  
2

A handwritten signature in blue ink, appearing to read "Abhishek", is placed here.

## REFUND OF SECURITY DEPOSIT

To,

The Project Manager  
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No: .....

Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated ..... . In line with Tender conditions (GCC clause no .....), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

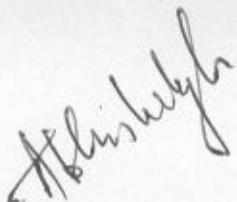
The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: \_\_\_\_\_

Authorised representative of Contractor



REFUND OF SECURITY DEPOSIT

## BHARAT HEAVY ELECTRICALS LIMITED

Ref No:

Date:

1. Name and Address of Contractor :
2. Contract Agreement/Work Order No. :
3. Date of Contract Agreement/Work Order :
4. Name of the Work undertaken :
5. Date of commencement of the Work :
6. Date of Completion of the Work :
7. Period of Maintenance :
8. Date on which the Final Bill was paid :
9. Last date of making good the defect, if any :  
during Maintenance Period
10. Expenditure incurred by BHEL during :  
Maintenance Period, if any, recoverable
11. Date on which Security Deposit refund  
falls due as per Contract :
12. Amount deposited/recovered:

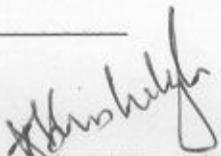
Details	Mode	Amount

13. LESS amounts recoverable (with details)
  - a. Amount spent by BHEL on maintenance :
  - b. Payments made by BHEL on behalf of Contractor:
  - c. Court dues/penalties/compensation :
  - d. Other recoveries for Services, etc :
  - e. Security deposit released with final bill (%) :
14. Net Amount recommended for release (12-13) :

Details	Mode	Amount

Signature of Engineer in charge

Date: \_\_\_\_\_



CONTRACTOR  
(Sign with name, designation and date)

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHEL \_\_\_\_\_, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/Work Order (No \_\_\_\_\_) dated \_\_\_\_\_) and the payment of this bill shall be in full and final.

Signature of Contractor

Date:

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

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

Signature of Senior Engineer

Date:-----

FOR USE IN FINANCE DEPARTMENT

Passed for Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

Accountant

Accounts Officer



**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT**  
**(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised)**

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s. .... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 in connection with

..... vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

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

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

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

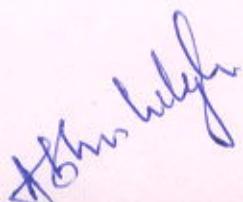
Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public



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CONTRACTOR  
(Sign with name, designation and date)

## NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : No Deviation Certificate

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

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

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

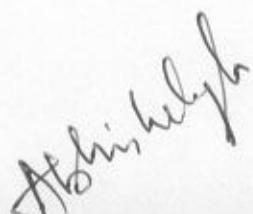
We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact and acceptance to Reverse Auctioning process.

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

Thanking you,

Yours faithfully,

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



CONTRACTOR  
(Sign with name, designation and date)

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

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

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date :

Place:



**DECLARATION FOR RELATION IN BHEL**

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

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

**Tick(√) any one as applicable:**

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

OR

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

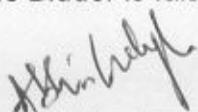
(i)

(ii)

Signature of the Authorised Signatory

Note:

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



CONTRACTOR

(Sign with name, designation and date)

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

---

**NON DISCLOSURE CERTIFICATE**

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

Hence, I/We M/s..... who are submitting offer for providing services to BHEL against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL, \_\_\_\_\_

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

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

Date:



**BANK ACCOUNT DETAILS FOR E-PAYMENT**

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

---

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID  
(for payment confirmation) :



**FORMAT FOR SEEKING CLARIFICATION**

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

To,

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

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No: .....

2) All other pertinent issues till date

S.N.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

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

*Ashish Verma*

CONTRACTOR

(Sign with name, designation and date)

## PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.:.....

Date:.....

To  
(Employer's name and address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....<sup>1</sup>(Tender Conditions), M/s. .... having its registered office at .....<sup>2</sup> (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....<sup>3</sup> invited by .....<sup>4</sup> (name of the Employer) through its Unit at Corporate Office, Sirifort, New Delhi-110049.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs ..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

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

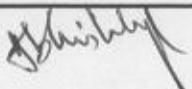
we, the .....<sup>6</sup> [Name & address of the Bank] having our Head Office at .....<sup>7</sup> (hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. .....<sup>8</sup> (\*) .....<sup>9</sup> without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

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

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

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

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



CONTRACTOR

(Sign with name, designation and date)

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

This Guarantee shall be irrevocable and shall remain in force upto and including .....<sup>6</sup> and shall be extended from time to time for such period as may be desired by the Employer.

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

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

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....<sup>5</sup>

b) This guarantee shall be valid up to .....<sup>6</sup>

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

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

For and on behalf of  
(Name of the Bank)

Date:.....

Place of Issue:.....

- 1 Details of the Invitation to Bid/Notice Inviting Tender
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 Name of the employer (Bharat Heavy Electricals Ltd.)
- 5 BG Amount in words and Figures
- 6 Validity Date
- 7 Date of Expiry of Claim Period

**Details of similar works successfully completed in support of Qualifying requirements**

S.N.	Name of Work/Project	Client	CA/WO Ref with Date	WO Value (Rs.)	Executed Value (Rs.)	Date of Start	Date of Completion	Performance (Satisfactory/Unsatisfactory)	Supporting documents



CONTRACTOR  
(Sign with name, designation and date)

Volume - 1 (G)

*This Volume is deleted.*

*Abhishek*

अभिषेक कुमार झा / ABHISHEK KUMAR JHA  
वरिष्ठ अभियंता / Senior Engineer  
नवीन भवन परियोजना / New Building Project  
भारत हेली इलेक्ट्रिक्स लिमिटेड / Bharat Heavy Electricals Limited  
प्लॉट नं. 25, सेक्टर-16, नोएडा-201301  
Plot No. 25, Sector-16, Noida-201301.

## Volume – 1 (H)

### Schedule of Approved makes

Make of all materials shall be PVVNL/ BHEL approved & same shall be ensured by the successful bidder.

*Abhishek*

अभिषेक कुमार ज्ञा / ABHISHEK KUMAR JHA  
वरिष्ठ अभियंता / Senior Engineer  
नवीन भवन परियोजना / New Building Project  
ग्राम हेली इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited  
फ्लाट नं. 25, सेक्टर 16ए, नोएडा-201301  
Plot No. 25, Sector-16, Noida-201301

**Volume 2 – Price Bid**

SN (A)	Description of item (B)	Unit of Measurement (C)	Quantity (D)	Rate (Rs.) (E)	Amount (Rs.) (F)
1	Supply of 3 core stranded aluminium conductor 33KV grade XLPE (E) (Cross linked Polyethylene) insulated PVC bedded, Galvanised flat steel strip armoured cable confirming to IS : 7098 (part II with latest amendments) complete in all respect as per specification & direction of PVVNL / UPPCL / Engineer In charge.				
2	300 sq. mm 3 core	Metre	5,300	2,072.61	1,09,84,833.00
	<b>EARTHING</b>				
	Maintenance Free Earthing : - Supply & burrying of Low carbon high tensile Copper Bonded Ground rods having min 250 micron of copper coating . The diameter of Rod should be 17.2 mm with the length of 3000 mm . The ground rod should be UL approved and tested from CPRI. The earthing include 400 mm square C.I. frame with hinged cover, masonry housing including excavation and back filling. The Rod should be surrounded with Earth Enhance compound of 25 Kg tested as per IEC 62561-2 for the rod & IEC 62561 -7 for compound. (bore are from same manufacturer) Exothermic welding shall be used for connection between main electrode (copper bonded rod) and copper strip of size 32 x 6 mm. Further GI strips from equipments shall be connected to Copper strips by means of special bimetallic connector (i.e. stainless steel) complete in all respect as per specification & direction of PVVNL / UPPCL / Engineer In charge.				
			Each	6	11,561.69
					69,370.14

अभिषेक कुमार झा / ABHISHEK KUMAR JHA

वरिष्ठ अभियंता / Senior Engineer

नवीन भवन परियोजना / New Building Project

भारत हेल्पिंस्टेल लिमिटेड / Bharat Heavy Electricals Limited

प्लाट नं. 25, सेक्टर 16ए, नोएडा-201301

Plot No. 25, Sector-16, Noida-201301

3	Supply and erection of steel tubular double pole structure with pole - 11 mtr. long of SP-55 specification, with stone pad of size 300 mm x 300 mm x 75 mm including excavation, MS angle Iron of 65 mm X 65 mm x 6 mm and 4300 mm long bracing including clamps and nut & bolts for the same, MS dropper channel of 100 mm x 55 mm x 2600 mm including clamp nut & bolts, MS Top Channel of size 125 mm x 65 mm x 3200 mm along with their clamp nut & bolt, 33 KV pin insulator along with its nut, earth wire clamp with bolt & nut, E bracket, number plate, danger board with clamp for 33 KV, Red Oxide Paint & Aluminium paint, GI pipe of 6 inch dia along with MS channel, its clamp, nut & bolt for supporting of GI pipe, MS holding clamp for XLPE cable with bolt & nut & washers, stay complete along with concreting of stay and pole and barbed wire complete in all respect as per specification & direction of PVVNL / UPPCL / Engineer In charge.	Nos.	5	89,930.00	4,49,650.00
4	Laying of 33 KV 3X300 sqmm XLPE HT cable with HDPE pipe of 160 mm dia, PN -6, PE -80 through trenchless method/ manual method along with providing cable route marker, conducting survey by GPRS method, repair of road work after completing the work and obtaining prior approval of all those authorities from whom approval is required as per statute before start of work and after completion of work complete in all respect as per specification & direction of PVVNL / UPPCL / Engineer In charge.	Meter	4850	2,589.00	1,25,56,650.00
5	Laying of 33 KV 3X300 sqmm XLPE HT cable by digging loop manually for provision of looping area with including cost of PCC 1/2 round separator/ sand & bricks and also repair of road after completing the work complete in all respect as per specification & direction of PVVNL / UPPCL / Engineer In charge.	Meter	140	930.00	1,30,200.00

*Abhishek Jha*

6	Supplying and making outdoor cable end termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for following size of 3 core, XLPE aluminium conductor cable of 33 KV grade complete in all respect as per specification & direction of PVVNL / UPPCL / Engineer In charge : 300 Sqmm.	EACH	24.00	14,094.00	3,38,256.00
A. Amount (excluding GST)					2,45,28,959.14
B. GST @ 18% of A					44,15,212.65
C. Amount (including GST @ 18%) (A + B)					2,89,44,171.79

Description	Quote percentage (%) applicable over total estimated amount mentioned at SN "C"
1) If quoted % is above then prefix "+" the value	
2) If quoted % is below then prefix "-" the value	
3) If no change, just write "At par"	

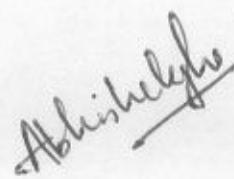
**Note:** Bidders are requested to quote percentage above (+)/ Below (-)/ At par on estimated amount against Sl. No. "C"

**Important Note:**

a) The rates mentioned above (refer column E) are all inclusive except GST.

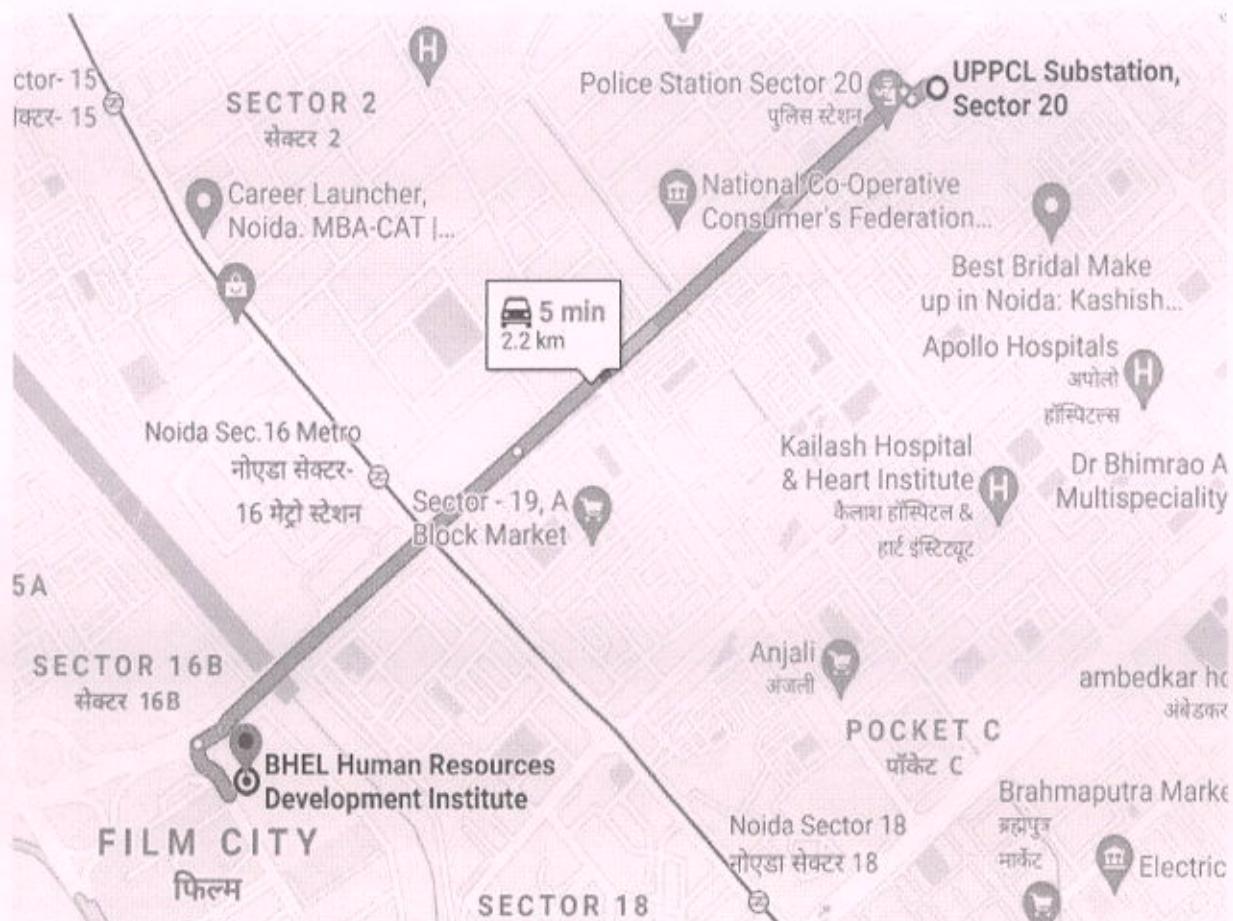
*Atishwarya*

- b) Approval from all concerned Government Authorities, from whom approval is required prior to start of work as per statuette, shall be obtained by the successful bidder before start of work. Approval from all concerned Government Authorities, from whom approval is required post completion of work as per statuette, shall also be obtained by the successful bidder. No extra charges, whatsoever, shall be paid to the successful bidder on this account.
- c) The successful bidder shall conduct route survey and submit route survey report to BHEL & concerned authorities for its approval. The work will start only after approval of Route survey report by BHEL & concerned authorities. The successful bidder shall take all precautions to avoid damage of any public service (cable, pipelines etc.) falling in the route of power line. However, if any public service is damaged while execution of this work, then that service shall be repaired and restored by the successful bidder, at no extra cost.
- d) Quality inspection of material by PVVNL, wherever required, shall be ensured by the successful bidder prior to dispatch of material, at no extra cost.
- e) Technical specification of all the materials shall be as per the Guaranteed Technical Particulars (GTP) approved by PVVNL & same shall be ensured by the successful bidder.
- f) Make of all materials shall be PVVNL/ BHEL & same shall be ensured by the successful bidder.
- g) All statutory fees shall be borne & paid by BHEL directly to the concerned authority. However, in case of payment of such fees by the successful bidder, BHEL shall reimburse the same to the bidder; on submission of original receipt of the fees deposited by them.



A handwritten signature in black ink, appearing to read "Abhishek". The signature is written in a cursive style with a horizontal line through the end of the name.

**Tentative Cable Route from 220 KV UPPCL substation, sector 20 to BHEL**  
**Premise, plot 25, sector 16A, Noida**



*Abhishek*  
अभिषेक कुमार झा / ABHISHEK KUMAR JHA  
वरिष्ठ अभियंता / Senior Engineer  
नवान भवन परियोजना / New Building Project  
भारत हेली इलेक्ट्रिकल लिमिटेड / Bharat Heavy Electricals Limited  
प्लॉट नं. 25, सेक्टर 16ए, नोएडा-201301  
Plot No. 25, Sector-16, Noida-201301