

TENDERER'S COPY

TENDER NO.: DLI/SALAL/RUNN/08_047 DT.17.06.08

TENDER SPECIFICATION

FOR

**REFURBISHMENT OF 115 MW BHEL MAKE RUNNERS-2NOS
OF SALAL HEP, NHPC.**

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**

ANNEXURE – F

DECLARATION SHEET

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly ☐authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by ----- (Bank) hereinafter called the “The Guarantor” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Power Sector – Northern Region, Noida, Distt. Gautam Budh Nagar, (UP) hereinafter called “The Company” (which expression shall unless repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS ----- (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.----- (hereinafter referred to as “the contract”) for the construction of ----- with the company.

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

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

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

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless

a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

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

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

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

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

Signed for and on behalf of the Bank

(Signatory No.-----)

WITNESSES

1. Name & Address

2. Name & Address

- Notes :**
- 1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.**
 - 2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.**

LIST OF MEMBER BANKS

- | | |
|---|--|
| 1. State Bank of India

CAG Branch,

10th Floor, Vijaya Building,

Barakhamba Road,

New Delhi – 110001. | 9. HDFC Bank Ltd.,

5th Floor, HT House,

K.G. Marg,

New Delhi – 110001. |
| 2. Canara Bank

74, Janpath,

New Delhi – 110001. | 10. Citi Bank N A

Jeevan Vihar Building,

Sansad Marg,

New Delhi – 110001. |
| 3. Punjab National Bank,

74, Janpath,

New Delhi – 110001. | 11. Standard Chartered Bank,

H2 Block, Connaught Place,

New Delhi – 110001. |
| 1. Bank of Baroda,

Corporate Banking Branch,

11th Floor, BOB Building,

Sansad Marg,

New Delhi – 110001. | 12. ICICI Bank Ltd.,

ICICI Tower,

Bisham Pitamah Marg,

Pragati Vihar, |

New Delhi – 110003.

State Bank of Hyderabad,

Surya Kiran Building, K.G. Marg,

New Delhi – 110001.

13. IDBI Bank Ltd.,

19, K.G. Marg,

Surya Kiran Building,

New Delhi.

5. State Bank of Mysore,

Antriksh Bhawan, K.G. Marg,

New Delhi – 110001.

14. HSBC Ltd.,

ECE House,

6. State Bank of Mysore,

28 KG Marg,

Industrial Finance Branch,

New Delhi – 110001.

18, Ramanashree Arcade,

M.G. Road, Bangaloe – 560001.

7. State Bank of Travancore,

Travancore House, IF Branch,

K.G. Marg, New Delhi – 110001.

8. Deutsche Bank,

Tolstoy Marg,

New Delhi–110001.

AGREEMENT

Agreement No. and Date _____
 Name of the Work _____

 Name of the Contractor with
 full address _____

 Value of work awarded _____

 Letter of Intent No. and Date _____

 Scheduled Commencement Date _____
 Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2006 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:

2. 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.
3. 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.

4. 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.

5. 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.

6. 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.

7. 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.
8. 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 ☐ uthorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
9. 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 I of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
14. 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.

15. The following documents

16. Invitation to Tender No-----
and the documents specified therein.

17. Contractor's Offer No-----dated-----
-----.

18. _____

19. _____

20. _____

6. Letter of Intent No _____ dated _____.

21. _____

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

22. a valid Power of Attorney)

(CONTRACTOR)
(to be signed by a person holding

2.

WITNESS

(For and on behalf of BHEL)

1.

2.

TENDERER'S COPY

TENDER NO.: DLI/SALAL/RUNN/08_047 DT.17.06.08

TENDER SPECIFICATION

FOR

**REFURBISHMENT OF 115 MW BHEL MAKE RUNNERS-2NOS
OF SALAL HEP, NHPC.**

PART II – PRICE BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA

ANNEXURE – C

PRICE BID : (Schedule of Rates)

Tender no : DLI/SALAL/RUNN/08_047 dated 17/06/2008

Sub : REFURBISHMENT OF 115 MW BHEL MAKE RUNNERS - 2 NOS OF SALAL
HEP NHPC

NAME & ADDRESS	:
OFFER NO	:
OFFER DATE	:

Rate are quoted as below and are exclusive of Service Tax as per notification no:
32/2007-service tax (Composition scheme) of MOF-Government of India.:

1.	Lumpsum (LS) price for the entire scope of work as per Annexure-D (inclusive of all material & consumables) PER RUNNER BASIS.	Rs
1.A	Price in words. (per runner)	

Sign of contractor _____

Date :

Seal