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

: will be released later

ANNEXURE - 2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No: ..... Date: .....

To,

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

Dear Sir,

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

Having examined the tender documents against your Tender No. _____ dated _____ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with (name of work & project site ....), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us and as per the indicated delivery schedule.

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 herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder
Signature:
Name:
Address:

Place:
Date:

ANNEXURE- 3

NO DEVIATION CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Subject: **No Deviation Certificate**

Ref: 1) Tender 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 Tender No.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

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)

Date:
Place:

ANNEXURE – 5

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

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

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

ANNEXURE – 6

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) Tender No. & Date: .....

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded contract) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

ANNEXURE- 7

NON-DISCLOSURE CERTIFICATE

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL **<PS-..... Region>** 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 **<PS-.....Region>** against Tender No..... hereby undertake to comply with the following in line with Information Security Policy of **<PS-.....Region>**.

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

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

Date:

ANNEXURE – 9

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) 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:

ANNEXURE – 11

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) Tender Specification No: .....

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

Tick (√) any one as applicable:

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

OR

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

   i.

   ii.

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

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

ANNEXURE – 14

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

---

1. Beneficiary Name :

2. Beneficiary Account No. :

3. Bank Name & Branch :

4. City/Place :

5. 9 digit M ICR Code of Bank Branch :

6. IFSC Code of Bank Branch :

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

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

Form No: F-08 (Rev 00)

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

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

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

Yours faithfully,

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

Form No: F-09 (Rev 00)

CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

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

NOTES:

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

Signature

DATE :

PLACE:

Name, Designation & Seal of Bidder

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

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

CONTRACT AGREEMENT

AGREEMENT NO._____ _____

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

_____ _____

SIGNATURE OF CONTRACTOR **(SIGNATURE OF BHEL OFFICER)**

CONTRACT AGREEMENT

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

AND

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

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

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

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

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

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

OR

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

OR

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

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

16. The following documents

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

shall also form part of and govern this Agreement.

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

WITNESS (CONTRACTOR)

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

2.

WITNESS (For and on behalf of BHEL)

1.

2.

ANNEXURE – 17

BANK GUARANTEE FOR SECURITY DEPOSIT/ PERFORMANCE SECURITY

(On non-Judicial paper of appropriate value)

Bank Guarantee No:

Date:

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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 awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at_____[2] hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....[3] valued at Rs.....[4] (Rupees ----------) / FC.....(in words.....) for .....[5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to .....% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We, ..., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount of Rs ---------- [6] (Rupees ----------) without any demur, immediately on first 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 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 thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

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

We .....BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

This Guarantee shall remain in force up to and including..... [7] and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the .....[8] we shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank 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..... [6]
b. This Guarantee shall be valid up to .....[7]
c. Unless the Bank is served a written claim or demand on or before _____[8] 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)

Dated.....
Place of Issue.....

[1] *NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited*
[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*
[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*
[4] *CONTRACT VALUE*
[5] *PROJECT/SUPPLY DETAILS*
[6] *BG AMOUNT IN FIGURES AND WORDS*
[7] *VALIDITY DATE*
[8] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. **In Case of Bank Guarantees submitted by Foreign Vendors-**
   a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e.

Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

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

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

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

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

ANNEXURE – 18

LIST OF CONSORTIUM BANK

Sl. No.	NAME OF THE BANK
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

ANNEXURE-19

PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. .....

Date.....

To,
Bharat Heavy Electricals Limited,
Power Sector Eastern Region, Sub-Contracting
Department, DJ-9/1, Sector-2, Salt Lake City,
Kolkata-700091, West Bengal.

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No. ....., M/s..... [Bidder's Name] ..... having its Registered/Head Office at .... (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] .... as an irrevocable Insurance Surety Bond against Earnest Money Deposit for an amount of ….....(*) ……..... valid for …….....(**) ..... days from .....(***) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ..... [Name & address of the Insurer] ..... having our Head Office at .....(#)..... guarantee and undertake to pay immediately on demand by Bharat Heavy Electricals Limited (hereinafter called the 'Employer') the amount of .....(*) ..... without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of

.....(**) ..... days from the latest due date of bid opening and a claim period of …….....(@).....days. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ..... [Bidder's Name] ..... on whose behalf this Insurance Surety Bond is issued.

ANNEXURE-19

PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at .....

(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney
No.....
Date.....

WITNESS :

1. .....(Signature)
   .....(Name)
   .....(Official Address)

2. .....(Signature)
   .....(Name)
   .....(Official Address)

NOTE :

1. (*) The amount as specified in the Notice inviting Tender (NIT).
   (**) This shall be the duration of Offer Validity Date.
   (***) This shall be the latest date of opening of Techno-Commercial bids.
   (#) Complete mailing address of the Head Office of the Insurer to be given.
   (@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ANNEXURE-20

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,
Bharat Heavy Electricals Limited,
Power Sector Eastern Region, Sub-Contracting
Department, DJ-9/1, Sector-2, Salt Lake City,
Kolkata-700091, West Bengal.

Dear Sirs,

In consideration, to Bharat Heavy Electricals Limited (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, M/s …….. (Contractor's name) having its Registered /Head Office at …….. (Address) (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award/Letter of Intent No. …… dated .....dd/mm/yyyy and the same having been unequivocally accepted by the contractor, valued at Rs. …… (Rupees …….. only) and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to …….% (percent) of the said value of the Contract to the Employer amounting Rs. …… (Rupees ……..…. Only).

We …….. *[Name & Address of the Insurer]* …….. having its Head Office at …….. (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Security Deposit, to the extent of Rs. …… (Rupees ……..…… Only) as aforesaid at any time up to …….. dd/mm/yyyy… [#] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consentof the Employer and further agrees that the guarantee herein contained shall be enforceable till ……dd/mm/yyyy… [@].

ANNEXURE-20

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to Rs. …….. (Rupees …….. Only) and it shall remain in force up to and including ……....dd/mm/yyyy... [#] and shall be extended from time to time for such period, as may be desired by M/s ……..(Contractor's name)... on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 ..... at.....

(Signature)
.....
(Name)
.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney
No.....
Date.....

WITNESS :

1. .....(Signature)
   .....(Name)
   .....(Official Address)

ANNEXURE-20

PROFORMA OF INSURANCE SURETY BOND TOWARDS SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

2. .....(Signature)

.....(Name)

.....(Official Address)

Notes:

1) # Validity date: The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.

2) @ Date of Expiry of Claim Period: The Claim period may be kept 3 to 6 months beyond the validity date.

3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

ANNEXURE-21

BANK GUARANTEE FOR ADVANCE

Bank Guarantee No:

Date:

To
NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited[1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at through its Unit at……..(name of the Unit) having awarded to…… (Name of the Vendor / Contractor / Supplier), with its registered office at_ _____ (hereinafter called "the Vendor/Contractor/Supplier" which expression shall include its successors and permitted assigns) a contract Ref

No……..……dated ……..… valued at Rs……..……(Rupees----------)/FC……(in words ……..)
for……..……(hereinafter called the 'Contract')

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

We, ……., (hereinafter referred to as the Bank), having registered/Head office at ……..……. and a branch at ……..…… being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums up to a maximum amount but not exceeding Rs/FC ---------- (Rupees/FC ----------) without any demur, merely on your first demand 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 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 Vendor/Contractor/supplier shall have no claim against us for making such payment.

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

ANNEXURE-21

We …….…… Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor/Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor/Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at …… shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

- The liability of the Bank under this Guarantee shall not exceed……
- This Guarantee shall be valid up to ……
- Unless the Bank is served a written claim or demand on or before _____ 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.

ANNEXURE-21

Date…….

Place of Issue…….

For and on behalf of

(Name of the Bank)

[1] *NAME AND ADDRESS OF THE EMPLOYER. i.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF VENDOR /CONTRACTOR / SUPPLIER*

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

[4] *CONTRACT VALUE AND PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

ANNEXURE-21

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In exceptional circumstances where advance payment is to be made to a vendor and the Unit has contractually agreed with the Contractor/ Vendor for periodic reduction in Advance Bank Guarantee, if required the following clause may be added in the BG Text-

   "The liability under this Guarantee shall stand reduced proportionally on periodic basis, in accordance with the value of effected shipment/dispatches/services completed on written confirmation by BHEL."

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

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

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

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

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

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

Form No: F-13 (Rev 00)

FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

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

BANK GUARANTEE No: Date:……..

To

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

Dear Sir

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

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

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

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

Yours faithfully

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

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Project		Vendor								Package/Unit:		
SL	Parameter for Measurement	Classification	Level of Achievement						Measurement Key/ Scheduled Date	Supporting Documents	Max Score	Score Obtained
			0	1	2	3	4	5				
1.0 QUALITY											**10**	
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	≥ 1	NA	NA	NA	NA	0	Quality Officer or his authorised nominee should be available for all the days of working at site	Daily Log Book entry/ Incident Registers/ letter references	1.5	
#1.02	Percentage submission of test certificates for batches of welding electrodes, cement, sand , aggregate, consumable, Paints etc as applicable for this month OR In case of MM & MH package, monthly checks for Storage/Preservation of material.	QUALITY	< 100%	NA	NA	NA	NA	100%	Submission of 100% Test certificates for materials as per FQP is mandatory. MM & MH package: Storage/Preservation as per manual/procedure.	Daily Log Book entry/ Incident Registers/ letter references	2	
#1.03	Number of incidences of improper storage & preservation (not in accordance to the guidelines of BHEL MUs or approved FQP) of materials, consumables (viz. gases, welding electrodes & fluxes, fuel etc.) & bought-out items (paints, fasteners etc.) under the custody of the contractor	QUALITY	>5	5	4	3	2	≤1	Total number of non-compliances	Daily Log Book entry/ Incident Registers/ letter references	1.5	
#1.04	Delay in preparation & submission of signed protocols / log sheets / site register / NDT test reports as per approved FQP/ Qualified Welder List along with photocopies of Welder ID cards / Welder Performance Evaluation records etc in the month OR in case of MM / MH package reconciliation statement / verification report.	QUALITY	>5	5	4	3	2	≤1	Within 2 days of measurements taken or within first 3 working days of next month, as advised by BHEL Engineer	Daily Log Book entry/ Incident Registers/ letter references	1.5	
#1.05	Number of instances for Major equipment/product failure due to negligence/improper work/poor workmanship by contractor	QUALITY	≥ 1	NA	NA	NA	NA	0	No such event should happen	Daily Log Book entry/ Incident Registers/ letter references	1.5	
#1.06	% failure against any test conducted during the month leading to rework/ loss of time/ money.	QUALITY	>8%	>6% <=8%	>4% <=6%	>2% <=4%	>0 <=2%	0	Failures due to reasons attributable to contractor should be as minimum as possible.	Test reports	2	
2.0 PERFORMANCE											**70**	
#2.01	Percentage achievement for the month w.r.t. "Fresh Plan + Contractor Shortfall plan - Shortfall attributable to BHEL" as per Form-14.	PERFORMANCE	In proportion to % achievement (Ex. 50% achievement, score obtained=70*50/100=35)						As per Part-A of Form-14	Progress review formats	70	

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

SL	Parameter for Measurement	Classificatio	Level of Achievement						Measurement Key/ Scheduled	Supporting Documents	Max	Score
3.0 RESOURCES & SITE MANAGEMENT											**5**	
#3.01	Cumulative number of days of delay in submission of signed Plan FOR THE MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14 all sections) alongwith all supporting documents viz drawings/ layout plans/ piping schedule and other relevant documents as applicable for individual packages.	PERFORMANCE	>4	4	3	2	1	0	Number of days delayed from second working day of the month	Form 14/ letter references	1	
#3.02	Cumulative number of days of delay in submission of signed Review FOR PREVIOUS MONTH supported by deployment plan of Major T&Ps and Manpower (as per Form F-14 all sections) alongwith all supporting documents viz drawings/ layout plans/ piping schedule and other relevant documents as applicable for individual packages.	PERFORMANCE	>4	4	3	2	1	0	Number of days delayed from 7th day of the month	Form 14/ letter references	1	
#3.03	Percentage of timely submission of Daily Reports for Progress of work, Resources, Consumables etc.	PERFORMANCE	<60%	≥60% < 70%	≥70% < 80%	≥80% < 90%	≥90% < 95%	≥95%	Percentage of timely submission of daily reports/ Scheduled date is successive next day for each day	Daily Log Book entry/ Incident Registers/ letter references	0.5	
#3.04	Number of days delayed in submission of Running bills with complete supporting documents (including updated reconciliation statement of BHEL issued material) for the month, alongwith FQP log sheets / protocols / HR documents / Monthly Progress Reports for the work executed during the month under measurement	PERFORMANCE	>5	5	4	3	2	≤1	Number of days delayed / Scheduled date is 7th day of next month	Bill submission/ Letter references	0.5	
#3.05	Percentage of Manpower Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	<50%	≥ 50% ≤60%	> 60% ≤ 70%	> 70% ≤ 80%	> 80% ≤ 90%	> 90%	As per Part-B2 of Form-14	Progress review formats/ Daily Log Book	1	
#3.06	Percentage of T&P Deployed w.r.t. Plan for the month as per Form-14.	RESOURCES	<50%	≥ 50% ≤60%	> 60% ≤ 70%	> 70% ≤ 80%	> 80% ≤ 90%	> 90%	As per Part-B1 of Form-14	Progress review formats/ Daily Log Book entry/Incident Registers/letter references	1	
4.0 SITE INFRASTRUCTURE & SERVICE											**5**	
#4.01	a) Number of non-compliances during the month for Statutory requirements like validity of Labour Licence, Insurance Policy, Labour Insurance, PF, BOCW Compliance etc and any other applicable laws/ Regulation, Electrical Licence, T&P fitness certificate, Contractors' All Risk Policy etc as applicable b) Number of days delayed in making labour payments for the last month by 7th of this month	SITE INFRASTRUCTURE & SERVICE	≥ 1	NA	NA	NA	NA	< 1	Total number of non-compliances	Daily Log Book entry/ Incident Registers/ letter references	5	

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

SL	Parameter for Measurement	Classificatio	Level of Achievement						Measurement Key/ Scheduled	Supporting Documents	Max	Score
5.0 HSE											**10**	
#5.0	Performance against HSE Parameters (as per Annexure-AA of Form-15)	HSE									10	
		Total									**100**	

Less Deduction in Score Due to Fatal Accidents attributable to the Contractor @ 20 points/ accident	
Less Deduction in Score Due to Major Accidents (Permanent Disability or bodily injury by which person injured is prevented to resume to work within 48 hours or more after accident, Major Damage to Equipment etc.) attributable to the contractor @ 15 points/ accident	
Less Deduction in Score Due to Minor Accidents attributable to the contractor @ 2 points/ accident	
Less Deduction in Score Due to not Maintaining of Labour Colony (if applicable) as per BHEL HSE policy @3 points in a month on verification any day	
Final Score	

Performance Score Summary for the Month	Total Score	Score Obtained
QUALITY	10	
PERFORMANCE	70	
RESOURCES & SITE MANAGEMENT	5	
SITE INFRASTRUCTURE & SERVICE	5	
HSE	10	
Total	**100**	

Name and Signature of BHEL Package In-Charge

Name and Signature of Contractor

Annexure-AA to Form F-15

Monthly Safety Performance Evaluation of Contractor

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
1a	Induction training for new workers conducted through audio-visual medium & documented?	M	2	Induction Training Records
1b	Tool box talk conducted regularly as per plan, and documented?	M	1	Toolbox Talk Records
1c	Contractor in charge and safety in charge attended safety meetings?	M	2	Minutes of Meeting
1d	Whether observations in safety meetings are complied before next meeting?	M	2	-do-
1e	Preparation and submission of Monthly HSE report within stipulated time	M	1	Report submission date
1f	Preparation and submission of Incident/near-miss report and RCA Report (as applicable) within stipulated time	M	1	Incident/ Near Miss Records
1g	Carrying out Inspections and submission of Inspection reports within stipulated time	M	1	Inspection Records
1h	Regular Job Specific Training ensured for High Risk Workers (through audio-visual medium) as per plan	M	1	Training & Attendance Records
2a	Whether the contractor is registered under BOCW		1	BOCW Registration Certificate
2b	Availability of Qualified safety officer (1 for every 500 labour)	M	2	Safety Officer qualification & experience records
2c	Availability of Qualified safety supervisor (1 for every 100 labour)		2	Safety Officer qualification & experience records
2d	All the workers are provided and using safety helmets and safety shoes/gum boots	M	2	PPE Issue Records, Inspection/ non-conformity records
2e	Housekeeping done on regular basis and scrap removal at site	M	1	Housekeeping records, Inspection/ non-conformity records
2f	Usage of Goggles/Face shields and Hand gloves for gas cutter and grinders		1	PPE Issue Records, Inspection/ non-conformity records
2g	Wall openings & floor openings are guarded?		1	Inspection/ non-conformity records
2h	Adequate illumination provided in all working area?		1	Inspection/ non-conformity records
2i	Safety posters, sign boards and emergency contact numbers in all prominent location are displayed?	M	1	Inspection/ non-conformity records
2j	Availability of automatic reverse horns, Main horn, hook latches for Vehicles, mobile cranes, Hydras		1	Inspection/ non-conformity records
2k	Ban of carrying mobile phones to work place is implemented for workers		1	Inspection/ non-conformity records
2l	Availability of Tags & Inspection Certificates for Cranes of all capacities		1	Master T&P List with internal & external test details
2l.2	Availability of Tags & Inspection Certificates for Winches of all capacities		1	Master T&P List with internal & external test details
2l.3	Availability of Tags & Inspection Certificates, color coding for Chain pulley blocks		1	Master T&P List with internal & external test details
2l.4	Availability of Tags & Inspection Certificates for Vehicles - Trailers, Dozers, Dumpers, Excavators. Mixers etc		1	Master T&P List with internal & external test details

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
2l.5	Availability of Tags & Inspection Certificates for Welding machines, grinders, Drilling machines, etc		1	Master T&P List with internal & external test details
2l.6	Availability of Tags & Inspection Certificates, color coding for Wire rope slings etc		1	Master T&P List with internal & external test details
2l.7	Availability of Tags & Inspection Certificates for Batching plants		1	Master T&P List with internal & external test details
2m.1	Use of Lifting Permit as per requirement		1	Permit Records
2m.2	Use of Height Permit as per requirement		1	Permit Records
2m.3	Use of Hot Work Permit as per requirement		1	Permit Records
2m.4	Use of Excavation permit as per requirement		1	Permit Records
2m.5	Use of Confined space work permit as per requirement		1	Permit Records
2m.6	Use of Grating removal and safety net removal permit as per requirement		1	Permit Records
2m.7	Use of Lockout-Tagout permit as per requirement		1	Permit Records
2m.8	Use of Radiography permit as per requirement		1	Permit Records
2m.9	Use of Night/ Holiday Work Permit as per requirement		1	Permit Records
2m.10	Use of Any other Applicable Permit as per requirement		1	Permit Records
3a	Material safety data sheet (MSDS) available for all chemicals and displayed in usage and storage area?		1	Inspection/ non-conformity records
3b	Spillages of oil/concrete and other chemical is controlled and cleaned by proper method in case of spill?		1	Inspection/ non-conformity records
3c	Availability of adequate number of urinals in workplace and in elevations and maintained	**M**	1	
3d	Availability of rest rooms for workers at site or alternative arrangement	**M**	1	
3e	Availability of Drinking water facility at work spot		1	
3f	Hygienic Labour colony is provided for workers.		1	
4a	Is heavy/complex critical lifting permit obtained for heavy, complex materials before handling/erection activity?		1	Work Permit records
4b	Whether area below lifting activities barricaded		1	Inspection/ non-conformity records
4c	Availability of experienced rigging foreman		1	Experience details of rigging foreman
4d	Is agency is following proper storage and handling procedure as per manufacturer standard for all hazardous material?		1	Procedure for storage & handling
4e	Are oxygen and acetylene cylinders are transported to work place from storage area in trolleys		1	
5a	Whether all deep excavation has been protected by barrier		1	Inspection/ non-conformity records
5b	Sloping/benching & shoring provided for excavation as per requirement?		1	-do-
5c	Proper access and egress provided for excavations?		1	-do-
5d	Blasting is done in controlled manner?		2	-do-
6a	Whether Electrical booth is equipped with Co_2 fire extinguishers and fire buckets filled with sand?		2	Inspection/ non-conformity records
6b	Availability of Illumination lamp in electric booth?		1	-do-
6c	whether Caution Boards have been displayed?		1	-do-
6d	Usage of Metal Plug top for all hand power tools?		1	-do-

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
6e	Usage of Insulated welding cables.		1	-do-
6f	Electrical Booth/Distribution Board to be covered by proper Canopy.		1	-do-
6g	Availability of functional & individual 30ma ELCB / RCCB and MCB for protection and conducting periodical check-up?		1	-do-
6h	Double earthing for panel boards and all machinery & proper earth pit with regular inspection available?		1	-do-
6i	Whether Electrician is qualified and experienced		1	Qualification & Experience records of electrician
6j	Availability and usage of Rubber hand gloves by electrician?		1	Inspection/ non-conformity records
7a	Whether Scaffolding pipes made with steel or aluminium, are being used and checked periodically by experienced/ certified scaffolder?		2	Inspection/ non-conformity records
7b	8mm Stainless Steel wire rope with plastic cladding is provided for life line (Vertical / Horizontal) during height work?		2	-do-
7c	Availability of emergency lighting in case of power failure		1	-do-
7d	Whether all the openings are covered with Safety Nets made of fire proof Nylon?		1	-do-
7e	Whether MS pipe rails around staircases & platforms in usage are provided with top, middle rails and toe guard?		1	-do-
7f	Whether Ladder with vertical life line /Fall arrestor is available to climb?		1	-do-
7g	Whether all workers deployed for working at height have been issued height pass after undergoing vertigo test?		1	Height Pass records
7h	Whether all workers deployed for height work / climbing ladder are provided and using Double lanyard safety belt?		1	PPE Issue records, inspection/ non-conformity reports
7i	Is all hand tools/Small material used by height workers is tied firmly to prevent fall?		1	-do-
8a	Flash back arrestors for all gas cutting sets is available on Torch side and cylinder side		1	Inspection/ non-conformity records
8b	Oxygen/Acetylene/LPG cylinders not in use have caps in place and stored separately?		1	-do-
8c	Availability of Face screen, Hand gloves, and Apron, for welders		1	-do-
8d	Protection from falling hot molten metal during metal cutting / welding at height by providing GI sheet below the cutting area especially in fire prone areas		1	-do-
9a	Pre-employment medical check-up done for all workers and submitted?		1	Medical check records
9b	Availability of first aid centre, with MBBS doctor (Own or Sharing basis)	**M**	2	Attendance records
9c	Availability of Ambulance facility 24 hours (Own or sharing basis)	**M**	2	-do-
9d	Is First aid trained personnel are available and their names are displayed at site?	**M**	1	-do-
9e	Availability of Emergency vehicle at site		1	

SL	Parameter for Measurement	M/O	Mx	Supporting Documents
9f	Periodical medical check-up is conducted for all the workers and submitted?		1	Medical check records
9g	Availability of sufficient number of first aid box as per standard list and maintaining record		1	Inspection records
10a	Availability of Fire extinguishers, buckets at all vulnerable points		2	Fire extinguisher records
10b	Periodic fire mock drill conducted?		1	Fire, Mock drill records
10c	Are all flammable materials are stored separately?		1	
10d	Periodic grass cutting is done in material storage area?		1	
10e	Availability of 24V DC lighting in confined space work area		1	
10f	Availability of exhaust fan in confined space work area		1	

[Legend: M: Mandatory, **O:** Optional, **Mx**: Maximum Possible Score of the Parameter]

NOTE:

- Points other than mandatory can be excluded with appropriate justification (scope etc.) by BHEL. Score obtained in selected parameters divided by maximum possible score of selected parameters shall be multiplied by 10 for use in Sl. No. #6.0 as detailed on Page 4 of Form F15
- There shall be deduction of marks from overall score for Fatal/ Major/ Minor Accidents and for not maintaining labor colony as detailed on Page 4 of Form F15

Form No: F-19 (Rev 00)

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

Ref :
Date:

To,

(Name & address of Contractor)

Dear Sir,

References
1. Contract No:
2. Job Description:

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

Sl No	Milestone Activity	Remarks

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

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

Form No: F-20 (Rev 01)

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

Ref :
Date:

To Whom so ever it may concern

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

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

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Head (Subcontracts)

ANNEXURE-22

INDEMNITY BOND

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

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

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

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

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

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

The Contractor further agree that the Company shall be entitled to 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
4. breach of confidentiality by the contractor

ANNEXURE-22

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

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

Signed for and on behalf of
M/s xxxxxxxxxxxxxxx

Witness:

1.

2.

Form No: F-22 (Rev 00)

CONSORTIUM AGREEMENT

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

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

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

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

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

AND WHEREAS M/s _____ _____ (The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of _____ _____ (as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the Associates), who fully meet the balance part of the said works (_____).

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

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

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

CONSORTIUM AGREEMENT

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

4. The Second Party shall undertak e the following part(s) o f work detailed in the said NIT namely _____ _____ __

5. The parties hereby d eclare and confirm that each of them will fulfill the required minimum qualifying requi rements as prescribed in the said NIT for the wor ks agreed to be undertaken by them as stated here-in-above.

6. It is also agreed between the parties hereto that all of them shall be individually and severally responsibl e for the completion of the said works as per the schedule. Further, if the Employ er/Owner sustains any loss or damage on a ccount of any breac h of the C ontracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losse s / damages caused to the Employer/Owner on it s written dem and with out any demur , reservation, contest or protest in any manner whatsoever.

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

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

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

WITNESS For

1. NAME (FIRST PARTY)

2. OFFICIAL ADDRESS

WITNESS For

1. NAME (SECOND PARTY)

2. OFFICIAL ADDRESS

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

Form No: F-23 (Rev 00)

REFUND OF SECURITY DEPOSIT

To,
The Construction Manager
BHEL Site Office

Dear Sir,

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

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: _____ Authorised representative of Contractor

==========

To be filled up by BHEL

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

Signature of BHEL Engineer

Construction Manager

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

Form No: F-24 (Rev 00)

REFUND OF GUARANTEE MONEY

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR, _____ REGION

Ref No: Date:

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

Signature of BHEL Engineer

Date: _____

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

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

Signature of Contractor

Date:

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER

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

Signature of BHEL Engineer

Construction Manager

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

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Rs_____ (Rupees _____ only)

Accountant Accounts Officer

ACKNOWLEDGE BY THE CONTRACTOR

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

Signature of Contractor

Date:

ANNEXURE – 15

POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. ..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Form No: F-26 (Rev 00)

ANALYSIS OF UNIT RATES QUOTED

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

Offer Reference No:…… Date:……

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

Dear Sir,

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

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

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

Yours faithfully,

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

Form WAM 6

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

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

1. ACCOUNT OF WORK EXECUTED

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

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

Form WAM 6 (contd…)

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

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

Rupees (in words)
……only.

Form WAM 6 (contd…)

II.MEMORANDUM OF PAYMENTS

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

Annexure B attached ……

e) by deduction for other charges vide Annexure C

Attached ……

f)by deduction on account of security deposit ……

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

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

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

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

Measurement Book No ……..

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

Signature of Contractor Signature of Engineer in charge

Date: Designation:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

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

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

ALLOCATION

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

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

* Here specify the net amount payable.

Signature of Senior Engineer
Date:

Form WAM 6 (contd…)

V.ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

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

ALLOCATION

Estimate No: Code no:
Name of the Work:

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

Total _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Assistant	Accountant	Account Officer
Date:	Date:	Date:

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

Signature of witness
Address :

Date:

Revenue
Stamp
Signature of Contractor
Date:

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date:

Amount paid Rs……………………

Amount unpaid Rs……………………

Total Rs……………………

Signature of Cashier
Date:

Form WAM 6 (contd…)

ANNEXURE A

FORMS & PROCEDURES

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

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

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

Signature of contractor

Date:

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

Form WAM 6 (contd…)

ANNEXURE B

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

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

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

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

Date: | Date: | Date:

Form WAM 6 (contd…)

ANNEXURE C

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

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

Sl. No	Particulars	Unit	Quantity	Rate	Amount recover-able	Amount recovered upto pre-vious bill	Amount now recovered	Remarks
				Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8	9

1. Water Charges
2. Electricity charges
3. Seignorage charges
4. Medical charges
5. Cost of empty gunny bags and Empty containers not returned
6.
7.
8.
9.

10.

Total _____

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

Date: | Date: | Date:

Form WAM 6 (contd…)

ANNEXURE D

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

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

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

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

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

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

I. ACCOUNT OF WORK EXECUTED

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

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

II MEMORANDUM OF PAYMENT

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

III. CERTIFICATE OF THE ENGINEER IN CHARGE

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

Date: Signature of Engineer in charge

Designation

IV CERTIFICATE OF THE SENIOR ENGINEER

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

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

3 Certified that the methods of measurement are correct

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

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

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

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

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

ALLOCATION

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

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

* Here specify the net amount payable

Signature of Senior Engineer

Date

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

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

Assistant Accountant Accounts officer
Date: Date: Date:

ALLOCATION

Estimate No: Code No
Name of the Work ……

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

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

Signature of Witness
Address

Revenue Stamp
Signature of Contractor
Date:

VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

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

Signature of Cashier
Date:

ANNEXURE A

Part I

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

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

ANNEXURE A

Part II

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

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

ANNEXURE B

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

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

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

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

ANNEXURE F

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

Name of work; **FREE OF COST**

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

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

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

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

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

I. ACCOUNT OF WORK EXECUTED

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

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

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

Rupees (In Words)……Only

II MEMORANDUM OF PAYMENT

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

III. CERTIFICATE OF THE ENGINEER IN CHARGE

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

1 (Name and designation)

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

Date:

Signature of Engineer in charge
Designation

IV CERTIFICATE OF THE SENIOR ENGINEER

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

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

2 pages…… ….)

3 Certified that the methods of measurement are correct

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

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

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

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

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

ALLOCATION

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

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

* Here specify the net amount payable

Signature of Senior Engineer
Date

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

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

Assistant Accountant Accounts officer
Date: Date: Date:

ALLOCATION

Estimate No: Code No
Name of the Work ……

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

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

Signature of Witness
Address

Revenue Stamp
Signature of Contractor
Date:

VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

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

Signature of Cashier
Date:

ANNEXURE A

Part I

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

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

Total ……

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE A

Part II

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

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

Total ……

Add Departmental Charges

Add Sales Tax (wherever applicable) ……..

Total ……..

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE B

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

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

Total ……

Signature of Contractor
Date

Signature of Engineer in charge
Date

Signature of Senior Engineer
Date

ANNEXURE C

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

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

Signature of Contractor
Date

Signature of Engineer Incharge
Date

Signature of Sr. Engineer
Date

Form WAM 7 (Contd.)

ANNEXURE D

DEVIATION STATEMENT

Name of the Contractor :
Name of the Work :

Contract Agreement/Work Order No. :
Date :

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

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date :

Form WAM 7 (Contd.)

ANNEXURE E

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

Name of the Work :

ON RECOVERY BASIS

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

Signature of Contractor
Date :

Signature of Engineer in Charge
Date :

Signature of Senior Engineer
Date :

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

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

ANNEXURE F

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

Name of work; **FREE OF COST**

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

Signature of Contractor
Date

Signature of Engineer Incharge
Date

Signature of Sr. Engineer
Date

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

ANNEXURE G

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

ANNEXURE G

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

ANNEXURE G

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

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

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

Remark for planning ‘Contractor Shortfall Planned for execution in current month(b’)’ lesser than ‘Cumulative Shortfall attributable to contractor upto last month(B)’
1…… **2……** **3……**

PART- A: Contd…….

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

Note 1a: **In continuation to above, it may be noted that Σb' has been worked out based on the commitment of contractor to mobilise resources and liquidate the backlog attributable to them. This does not absolve the contractor of their responsibility to liquidate the entire backlog attributable to them.**

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

Percentage achievement during the month w.r.t. "Plan + Contractor Shortfall Planned - Shortfall attributable to BHEL" for the month = $\frac{\Sigma C \times 100}{(\Sigma A + \Sigma b' - \Sigma D)}$

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

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

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

CONTRACTOR'S SCOPE: -

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

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

BHEL SCOPE: -

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

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

CONTRACTOR'S SCOPE: -

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

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

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

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

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

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

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

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

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

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

BANK GUARANTEE FOR RELEASE OF AMOUNTS WITHHED/LIQUIDATED DAMAGES AMOUNT

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

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

For and on behalf of
(Name of the Bank)

Dated…….

Place of Issue…….

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

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

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

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

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

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

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

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

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

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

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

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

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

BANK GUARANTEE FOR SUPPLY FREE ISSUE MATERIAL.

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

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

For and on behalf of
(Name of the Bank)

Dated…….

Place of Issue…….

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

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

[3] *PROJECT/SUPPLY DETAILS*

[4] *BG AMOUNT IN FIGURES AND WORDS*

[5] *VALIDITY DATE*

[6] *DATE OF EXPIRY OF CLAIM PERIOD*

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

[8] *VALIDITY DATE*

[9] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

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

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

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

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

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

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

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

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

ANNEXURE – 16

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.....[1](Tender Conditions), M/s. ..... having its registered office at .....[2] (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of**.....**[3] invited by .....[4].(name of the Employer) through its Unit at .....(

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

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

we, the .....[Name & address of the Bank]
..... having our Registered Office at
.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.
..... [5] (in words Rupees.....) 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/Vendors 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.

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 up to and including.....[6] and shall be extended from time to time for such period as may be desired by the Employer.

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

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at ..... shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

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

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

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

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

For and on behalf of
(Name of the Bank)

Date……..
Place of Issue……..

[1] *Details of the Invitation to Bid/Notice Inviting Tender*
[2] *Name and Address of the Tenderer*
[3] *Details of the Work*
[4] *Name of the Employer*
[5] *BG Amount in words and Figures*
[6] *Validity Date*
[7] *Date of Expiry of Claim Period*

Notes:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

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

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

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

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

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

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

B.G. NO. Date

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 Retention Amount 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.

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

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

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 Authorized signatory)

PROFORMA OF BANK GUARANTEE (in lieu of RETENTION AMOUNT)

[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

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

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

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

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

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

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

RTGS DETAILS OF BHEL

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

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

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

Signature of Authorised Representative of Vendor with name & seal

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

Confirmation by Banker with office seal

State Bank of India ★ SALT LAKE 4289 ★ Commercial Branch

Note : Incorrect information will create Accounting complications and payment will be delayed