



ISO 9001: 2000  
ISO 14001

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BY REGISTERED POST/COURIER/HAND

Ref : DLI/DEHAR/LABYRINTH/08\_048

Date : 23/06/2008

NOTICE INVITING TENDER

To  
M/s

**SUB: REFURBISHMENT OF TOP & BOTTOM LABYRINTHS (4 SETS) AT DEHAR HEP,  
BBMB**

Dear Sirs,

1. Offers, are invited as per terms and conditions enclosed and GSCC (given as General and Special Conditions for Services on web page [www.bhelpsnr.co.in](http://www.bhelpsnr.co.in) at Service Tender) and Q.R (Qualifying Requirements) enclosed in Annexure `A`.
2. Offer should be sent in Separate envelopes for Techno-commercial and Price bids. Offerers' distinctive identification (Company Name ), tender no. DLI/DEHAR/LABYRINTH/08\_048 due on 15/07/08 "Techno-commercial" and "Price bid" should be mentioned clearly on cover of each envelope. In case it is holiday on 07/07/08 the tenders will be opened on next working day. Price bid of only those parties, will be opened who qualify in Techno-Commercial bid, inter alia, fulfilling the Q.R.
3. Offer should be free from overwriting. Corrections and additions, if any should be attested. The tenderers should submit duly signed blank Price bid along with Techno-commercial bid as token of acceptance to quote in the given format. The duly filled in Annexure-C( price Bid) should be submitted in a separate envelop in the manner explained above.

The rates should be quoted for scope as per annex. ANNEXURE-D and in line with annex A,B,C. Price quoted should be exclusive of **SERVICE TAX** and after considering CENVAT credit. The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project.

4. The rates should be valid for a period of **six months** from the date of opening tender. The rates should be quoted both in figures and words. Please note that if there is mismatch between price given in figures and in words BHEL reserves its right to accept maximum of the two for evaluation, and minimum of the two for award and BHEL's decision in this regard should be acceptable to the party.
5. The offer should reach this office on or before **15:00** on **15/07/088**. The offer will be opened at **15:30**, on same day (In case it is holiday on 15/07/08 the tenders will be opened on next working day) in presence of such tenderers or their authorised representatives as may be present.
6. Earnest money is to be sent (in cash, Pay Order/ DD) along with the offer as per following rates.
7. **Adjustment of earnest money submitted with any earlier offer will not be considered.**

Quoted value	EMD Amount (Rs)
Upto Rs 1 Lakh	NIL
Rs 1 Lac & upto Rs 5 Lakhs	Rs 10,000/=
Rs 5 Lakhs and upto Rs 10 Lakh	Rs 25,000/=
Rs 10 Lakhs and upto Rs 50 Lakhs	Rs 1,00,000/=
Above Rs 50.00 Lakhs	Rs 2,00,000/=

Telephone : 0120-2515469 to 71, 2515408 Fax: 0120-2515467,2515438,2515423

**e-mail : [anil@bhelpsnr.co.in](mailto:anil@bhelpsnr.co.in)**

HRDI & PSNR Complex, Plot No. 25, Sector-16A  
P.B. No. 55, Noida – 201 301, Distt. Gautam Budh Nagar (UP)  
Regd.Office : BHEL House, Siri Fort, New Delhi-110049

Tender no: DLI/DEHAR/LABYRINTH/08\_048 Date : 23/06/2008 \_DUE DATE : 15/07/08

8. The enclosed scope of work , details out the major activities only. However as per general maintenance requirement and site conditions certain related activities may have to be carried out without any extra cost.
9. Time period for completion of job will be **as per annexure- D to be effective from the** date of placement of LOI for the subject work. However in case inputs for the critical path are not provided by BHEL in time, the completion period shall be extended for the period for which the inputs are not provided. Decision of BHEL in this regard shall be final. Penalty for delay will be NIL
10. It will be in interest of the contractor to visit site before submitting offer to have clear idea about the site conditions.
11. BHEL reserves the right to process the tender on reverse auction basis and also the right to award the job to one or distribute the job among one or more contractors. In case it is not agreeable, the party need not quote.
12. BHEL reserves the right to reject a bidder based on their unsatisfactory past performance at any other project.
13. BHEL is not responsible for tenders/offers lost/delayed in transit/ by post etc. The offers reaching this office after due date and time and/or without earnest money as per item no. 6 above, will not be considered. The offer should also accompany all documents as per clause no. 1 of General And Special terms and conditions of contract.
14. The selected contractor will have to mobilise for the job with in **IMMEDIATE** of the issue of the letter of intent/ work order.
15. Offers not received in line with the tender enquiry are liable to be rejected
16. It is requested that only authorised representative of the tenders attend the tender opening. They should further be available on the same day for any further clarification in the matter, in the office of undersigned.
17. **Successful tenderer will have to submit Security deposit as calculated below before start of work :**

Order value	SD Amount (Rs)
Upto Rs 10 Lakh	10%
Above Rs 10 Lakhs and upto Rs 50 Lakhs	Rs 1 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above Rs 50 Lakhs	Rs 4 Lakh + 5 % of the amount exceeding Rs 50 Lakhs

18. Contractor shall ensure use of only calibrated Inspection, Measuring & Testing equipment confirming traceability to national standards. Valid calibration certificates shall accompany these IMTEs.

**19. 3<sup>rd</sup> Party inspection :**

The bidder shall make arrangement for 3<sup>rd</sup> party inspection through anyone of the following agencies within the quoted price as per the scope / technical specifications. However the discretion of final acceptance of **LYBYRINTHS RESTS** with BHEL

- **M/s.Lloyd , M/s DNV, M/s.BVQI, M/s.PDIL or any other BHEL approved agency**

Any re-work due to non-compliance of the norms specified or deviations observed in inspection by 3<sup>rd</sup> party or BHEL or BBMB shall be borne by the Sub-contractor within the quoted price.

20. May see "General & Special conditions of contract(GSCC)– for Services jobs" on web page [www.bhelpsnr.co.in](http://www.bhelpsnr.co.in) at Service Tender.
21. All payments shall be made through E-payment system. Contractor has to give Bank name, Branch & Account number alongwith the bills as these shall be incorporated in the system.
22. Tentative date for start of work is 20/07/08.
23. **PRICE BID OF ONLY THOSE PARTIES WILL BE OPENED WHO QUALIFY IN TECHNO-COMMERCIAL BID** and, inter alia, fulfill the qualifying requirements.

Thanking you,

Yours truly,

For Regional Service Manager(Noida)

Encl.

1. Scope of work – Annexure-D., Techno-commercial Bid: Annexure-B, QR:-Annexure-A
2. **Schedule of rates – Annexure-C**

# TENDERER'S COPY

**TENDER NO.:** DLI/DEHAR/LABYRINTH/08\_048

## TENDER SPECIFICATION

**FOR**

**REFURBISHMENT OF TOP & BOTTOM LABYRINTHS (4 SETS) AT DEHAR HEP, BBMB**

### **PART I – TECHNOCOMMERCIAL BID**



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

TECHNICO-COMMERCIAL BID FOR :

Tender no : DLI/DEHAR/LABYRINTH/08\_048 dtd 23/06/2008 Due: 15/07/08

Sub : REFURBISHMENT OF TOP & BOTTOM LABYRINTHS (4 SETS) AT DEHAR HEP,  
BBMB

NAME & ADDRESS	:	
PAN NO.	:	
Provident Fund Number	:	
OFFER NO	:	
EMD	:	
VALIDITY OF OFFER	:	SIX MONTHS
COMPLETION PERIOD	:	EIGHT MONTHS
MOBILISATION PERIOD	:	IMMEDIATE
GUARANTEE PERIOD	:	AS PER SCOPE –WARRANTY CLAUSE.

Following are enclosed/ accepted as part of Technical bid.

1. Signed copy of NIT along with scope of work- annexure D. Technical bid (annex. B) and Price bid (annex. C) and qualifying requirements annexure-A are enclosed.
2. Even though offer has been given for a particular unit, it is valid for any Unit of same rating in the same PowerHouse, provided there is no change in activities listed in scope of work.
3. Activity- wise percentage breakup has been indicated against each activity in the scope of work as per Annexure –‘D’. In case of reduction in quantum of work at site, payment shall be released only for the activities actually carried out as per the percentage allotted
4. All documents as required in “DOCUMENTS TO BE ATTACHED WITH BILLS” given in web page [www.bhelpsnr.co.in](http://www.bhelpsnr.co.in) “Service Tender” of BHEL PSNR shall be submitted along with bills.
5. Use of all necessary safety appliances by all the staff/ workmen deployed for execution of work will be ensured. If during surprise checks done by BHEL any non-compliance is observed penalty of RS 500/= (five hundred) may be imposed for each case on each occasion of surprise check.
6. If there is mismatch between price given in figures and in words BHEL shall have right to accept maximum of the two for evaluation, and minimum of the two for award.
7. The documents in support of the qualifying requirements enclosed.
8. There are no deviations from the NIT and all Terms & Conditions of NIT including those given in “ General & Special conditions of contract(GSCC)– for Services jobs” on the web page [www.bhelpsnr.co.in](http://www.bhelpsnr.co.in) of BHEL PSNR are accepted.

Sign of contractor \_\_\_\_\_

Date :

SEAL

PRICE BID FOR :

**Tender no : DLI/DEHAR/LABYRINTH/08\_048 dtd 23/06/2008**

Sub : REFURBISHMENT OF TOP & BOTTOM LABYRINTHS (4 SETS) AT DEHAR HEP, BBMB

<b>NAME &amp; ADDRESS</b>	:
<b>OFFER NO</b>	:
<b>OFFER DATE</b>	:

Rate are quoted as below and are exclusive of Service Tax and after considering CENVAT credit:

1A	<b>Price for the Entire scope of refurbishment as per annexure-D ( Inclusive of all materials and consumables)- Per set</b>	Rs  (In Figures)
		Rupees  ( In words)
2.	<b>Total price for all the four sets of TOP AND BOTTOM LABYRINTH ( 4 x 1.A)</b>	Rs  (In Figures)
		Rupees  ( In words)

Sign of contractor \_\_\_\_\_

Date :

**Seal**

**( blank duly signed to be submitted with techno-commercial bid)**

**Q.R. (qualifying Requirements)**

**TENDER NO. DLI/DEHAR/LABYRINTH/08\_048** DATE : 23/06/2008 DUE DATE : 15/07/08

**SUB : REFURBISHMENT OF TOP & BOTTOM LABYRINTHS AT DEHAR HEP, BBMB**

- The interested party should have their own workshop facility for manufacturing/ repair of Hydro turbine components and produce Excise registration certificate in support of the same.
- The interested party should have carried out manufacturing / repair in line with Technical specification of tender of Hydro turbine components (capacity 30 MW and above) during the last 07 years for hydro electric plants and produce proof of order received and completion certificate in support of the same.
- The interested party should have an average annual turnover of minimum of Rs. 80.0 lacs during the last 3 years (2004-05, 2005-06, 1006-07). The bidders must submit audited balance sheet in support of the same.

Sign of contractor \_\_\_\_\_

Date :

**Seal**

**Sub.: Scope of work for sub-contractor**

**Job: Refurbishment of Top and Bottom Labyrinths (4 sets) for Dehar HEP, BBMB-Slapper.**

The Dehar HEP, a hydro power unit of BBMB, consists of 6x165 MW Francis Hydro machines situated at Slapper, Distt. Mandi, Himachal Pradesh. The subject job is required to be carried out in a total time period of **08 (eight)** months from the date of LOI in following manner:

- 1<sup>st</sup> set of Labyrinths to be supplied in Three months from the date of LOI.
- 2<sup>nd</sup> set of Labyrinths to be supplied in Four months from the date of LOI.
- 3<sup>rd</sup> & 4<sup>th</sup> set of Labyrinths to be supplied within Eight months from the date of LOI.

The material is 13Cr & 4Ni Stainless Steel, the actual detail of material is enshrined in the specification of BBMB-PHO.pp-187 to e given only to successful bidder. However, the bidders are advised to visit the site for further details and to inspect the existing damaged labyrinths.

The brief scope shall be as per Annexure-1 enclosed and arrangement of the items shall follow the BBMB drawing no.PHD/DEHAR/S-81 & S-78 attached with this enquiry. The activity-wise break up to be carried out by successful bidder shall be as under:

Sl. No.	Activity Description	%ge Allotted for 4 sets
1.	Reverse engineering, preparation of detailed manufacturing drawing, technology & methoding and Quality plan. The acceptance shall be at the discretion of BHEL and BBMB.	10
2.	Arrangement of input material, machining, conditioning, NDT, testing & all other inputs/ activities and supply of items described in sl.no.1 (Top Labyrinth) of Annexure-I. The fixture for safe transportation shall also be arranged. The items shall be cleared for dispatch only after inspection by BHEL and BBMB.	35
3.	Arrangement of input material, machining, conditioning, NDT, testing & all other inputs/ activities for supply of items described in sl.no.2 (Bottom Labyrinth) of Annexure-1 including the fixture for safe transportation shall also be arranged. The items shall be cleared for dispatch only after inspection by BHEL and BBMB.	35
4.	Transportation including insurance	5
5.	Assistance to BHEL during fixing of the Labyrinths	5
6.	<b>Warranty:</b> 12 months from the date the material commissioned/put to use by the end user or 18 months from the date of dispatch whichever period may expire earlier.	10
	<b>TOTAL :</b>	100

**SCHEDULE OF REQUIREMENT**

Sl.No.	Description	Qty.
1.	Top labyrinth/sealing ring of 13% Cr. 4% Ni stainless steel conforming ASTM:A743 Grade CA-6NM as per BBMB drawing No. PHD/Dehar/S-81 alongwith stud, nuts, copper washers, neoprene rubber cords and fixtures as per details given below :	4 Nos.
	i) M30x140 mm long steel stud conforming to AISI-410	248 Nos.
	ii) M 30 Hex steel nut conforming to AISI-410	248 Nos.
	iii) M 30 Copper washer flat 4 mm thick	248 Nos.
	iv) ½” dia Neoprene rubber cord (Superior Quality)	106 Mtrs..
	v) Fixture for safe transportation of top labyrinths against damages	4 Nos.
2.	Bottom labyrinth/ sealing ring of 13% Cr. 4% Ni stainless steel conforming ASTM:A743 Grade CA-6NM as per BBMB drawing No. PHD/Dehar/S-78 and alongwith studs, nuts, copper washers, neoprene rubber cord and fixtures as per details given below :	4 Nos.
	i) M30x124 mm long steel stud conforming to AISI-410	256 Nos.
	ii) M 30 Hex steel nut conforming to AISI-410	256 Nos.
	iii) M 30 Copper washer flat 4 mm thick	256 Nos.
	iv) ½” dia Neoprene rubber cord (Superior Quality)	53 Mtrs.
	v) Fixture for safe transportation of top labyrinths against damages	4 Nos.

**Notes:**

1. Complete scope mentioned in Annexure-1 alongwith activity wise break up has to be completed in the time stipulated elsewhere in the scope from the date of issuing LOI.
2. Dimensions of above mentioned requisite components are enclosed. All these components are required to be manufactured as per technical requirements of the respective drawing to the desired drawing dimensions. ‘
3. Though the components shall conform to the dimensions furnished in the respective drawing, however, actual finished dimension to be maintained after measurements at site by the successful bidder.
4. Complete material for the recondition of requisite components shall be arranged by successful bidder free of cost and the components shall be supplied in finished condition as per drawing dimensions.
5. Sub-contractor shall submit material testing report in respect of the material used for these components from a reputed laboratory.
6. Any type of consumable required for installation of above mentioned components shall also be provided by successful bidder, free of cost.
7. All taxes/ duties i.e. Excise, Sales Tax etc. payable in connection with the materials shall be paid by the bidder and the price shall be quoted inclusive of taxes.
8. Successful bidder shall execute the machining of components as required at a well-equipped machine shop, free of cost.
9. All T&P shall be arranged by the successful bidder at his own cost.
10. All implements related to NDT, heat treatment etc. shall be arranged by the successful bidder at no extra cost.
11. Transportation, packing and insurance of the components ‘To & fro’ site is included in the bidder’s scope of work.

**Notes:**

12. **Warranty:** The sub-contractor/ supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser upto the destination the whole or any part of the material which in normal and proper use proves defective in quality or workmanship, subject to the condition that the defects are noticed within twelve months from the date the material is commissioned/put to use by the end user or 18 months from the date of dispatch which period may expire earlier. The consignee or any other officer of the purchaser actually using the material will give prompt notice of each such defect to the supplier as well as to the purchaser. The replacement shall be effected by the supplier within a reasonable time but not in any case exceeding 60 days from the date of intimation of defects.

*The supplier shall also arrange to remove the defective supply within a reasonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which BHEL shall reserve the right to dispose off the defective material in any manner as considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material, after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set-off against any outstanding dues of the BHEL against the supplier.*

These provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

13. **Warranty Deed:** The sub-contractor/ supplier shall execute a Warranty Deed (on the standard proforma to be supplied by BHEL/ BBMB, required for such deeds as per the relevant act of the State in which it will be executed and signed and shall be kept valid for the Warranty period as per clause-12 above. The Warranty Deed shall be supplied immediately after placement of LOI.
14. Any work not mentioned above, but essential for the completion of the job shall also be treated to be within the scope of work.
15. Enclosed Annexure-1 and Drawing no. PHD/DEHAR/S-81 & S-78 (1 copy each).

**WARRANTY DEED**

This Warranty Deed made this . . . . . day of . . . . . 2008 between M/s. (Supplier’s name) hereinafter referred to as ‘The supplier’ which expression shall include its legal representative, successor and assigns of the one part, and B.H.E.L. (PS-NR), Plot no.25, Sector 16-A, Noida hereinafter referred to as ‘The Purchaser’ which expression shall include its successors and assigns of the other part.

Whereas, the purchaser has placed on the supplier, LOI/ purchase order no. . . . . dated . . . . . for the design, manufacture, testing, supply and delivery of the material as specifically and fully described in the purchase order and whereas the above said purchase order has been accepted by the supplier vide their letter no. . . . . dated . . . . . thus, constituted a legally enforceable contract between the parties above named.

NOW THEREFORE THE DEED WITNESSETH AND THE SUPPLIER HEREBY WARRANTS AS UNDER:

That the supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser upto the destination, as specified in the purchase order/ dispatch instructions issued in pursuance of the purchase order, the whole or any part of the material which in normal and proper use proves defective in quality or workmanship subject to the condition that the defect is noticed within 12 months from the date of commissioning of equipment or 18 months from the date of dispatch, whichever period may expire earlier. The consignee or any other representative of the purchaser actually using the material will give prompt written notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time but not in any case exceeding 60 (sixty days). The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 60 days from the date of issue of the notice in respect thereof failing which the purchaser shall reserve the right to dispose off. The defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handing etc. shall, however, be credited to the supplier’s account and set off against any outstanding dues of B.H.E.L. against the supplier. That the above provision shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly. The supplier further declares that this deed has been executed by its lawfully constituted attorney legally competent to sign and execute and has been stamped as required under the relevant Act of the State in which it has been executed.

In witness whereof the parties hereto have executed this Deed on the date and year first above mentioned.

Witness:

1. Signature, Name & Full Address

For & on behalf of supplier

Signature

2. Signature, Name & Full Address

Name & Designation

Witness:

1. Signature, Name & Full Address

For & on behalf of Purchaser

Signature

2. Signature, Name & Full Address

Name & Designation

## BANK GUARANTEE FOR SECURITY DEPOSIT

**B.G. No.**

**Date**

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

WHEREAS \_\_\_\_\_ (hereinafter referred to as the contractor) have entered into a contract arising out of Letter of Intent No. \_\_\_\_\_ dtd \_\_\_\_\_ (hereinafter referred to as "the contract") for the construction of \_\_\_\_\_ with the company.

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

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

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

The decision of the company, whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor

irrespective of the fact of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

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

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after \_\_\_\_\_ i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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

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

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

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

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

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

Signed for and on behalf of the Bank  
(Signatory No. \_\_\_\_\_)

WITNESSES

1. Name & Address
2. Name & Address

Notes :

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

## DECLARATION SHEET

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

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

Tenderer's Name & Address

Authorised representative's signature with name and address.

## AGREEMENT

Agreement No. and Date \_\_\_\_\_  
 Name of the Work \_\_\_\_\_

Name of the Contractor with full address \_\_\_\_\_

Value of work awarded \_\_\_\_\_

Letter of Intent No. and Date \_\_\_\_\_

Scheduled Commencement Date \_\_\_\_\_

Scheduled Completion Date \_\_\_\_\_

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi-110049 (herein after called BHEL) of the ONE PART.

AND

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

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

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

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

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.

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.

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.

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.

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.

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.

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 authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

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.

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.

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.

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

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.

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.

The following documents

Invitation to Tender No-----

and the documents specified therein.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Letter of Intent No\_\_\_\_\_ dated\_\_\_\_\_.

\_\_\_\_\_

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

a valid Power of Attorney)

2.

WITNESS

1.

2.

(CONTRACTOR)  
(to be signed by a person holding

(For and on behalf of BHEL)