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Form No: F-01 (Rev 00)

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 Specification No:

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

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

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

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

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

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

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

Form No:F-02(Rev 00)

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)NIT/Tender Specification No:

2) All other pertinent issues till date

I

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

Form No:F-03(Rev 00)
NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : No Deviation Certificate

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

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

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

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

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

Thanking you,

Yours faithfully,

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

Form No:F-04(Rev 00)

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

To,

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

Dear Sir,

Sub : Declaration confirming knowledge about Site conditions

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

2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

Form No:F-05(Rev 00)
DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1)NIT/Tender Specification No:,

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

Tick(✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory Note:

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

Form No:F-06(Rev 00)
NON DISCLOSURE CERTIFICATE
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL ISG 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 ISG against Tender Specification
No: _____, hereby
undertake to comply with the following in line with Information
Security Policy of BHEL ISG, Bangalore.

- 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 ISG.

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

Date:

Form No:F-07(Rev 00)

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)

Vendors Name	
Vendor Address	
BANK NAME	
BANK BRANCH	
BANK ADDRESS	
BANK BRANCH CODE	
BANK 9 DIGIT MICR CODE	
BANK NEFT CODE(IFC)	
BANK SWIFT CODE	
BANK PHONE	
ACCOUNT NAME	
ACCOUNT TYPE	
ACCOUNT NO.	
PAN NO.	
SERVICE TAX NO.	
TIN NO.	
E-MAIL ID	

: 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

SI 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)

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited¹ (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 agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____² (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.....⁴ (Rupees -----)⁴ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee 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(s) 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 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 claim satisfied or discharged or till _____⁶ office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the

equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

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

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.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before _____¹⁰ 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, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

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

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date contemplated under the contract.

¹ NAME AND ADDRESS OF THE EMPLOER. 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 PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. 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.

List of Consortium Banks

Nationalised Banks

- 1 Allahabad bank
- 2 Andhra bank
- 3 Bank of Baroda
- 4 Canara Bank
- 5 Corporation bank
- 6 Central bank
- 7 Indian Bank
- 8 Indian Oversea Bank
- 9 Oriental bank of Commerce
- 10 Punjab National Bank
- 11 Punjab & Sindh Bank
- 12 State Bank of India
- 13 State Bank of Hyderabad
- 14 Syndicate Bank
- 15 State Bank of Travancore
- 16 UCO Bank
- 17 Union Bank of India
- 18 United Bank of India
- 19 Vijaya Bank

Public Sector Bank

- 20 IDBI

Foreign banks

- 21 CITI Bank N.A
- 22 Deutsche Bank AG
- 23 HSBC
- 24 Standard Chartered Bank
- 25 The Royal Bank of Scotland N.V.
- 26 J P Morgan

Private banks

- 27 Axis Bank
- 28 The Federal Bank Limited
- 29 HDFC
- 30 Kotak Mahindra Bank
- 31 ICICI
- 32 Indusind Bank
- 33 Yes Bank

**BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE
ADVANCE**

B.G. No.

Date

This deed of Guarantee made this _____ day of _____ two thousand _____ by < **Name and Address of 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 Company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi - 110049 through its unit at Bharat Heavy Electricals Limited, Industrial Systems Group, Bangalore, hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS M/s. _____ (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 < **Name of work** > with the Company.

AND WHEREAS the Contract inter-alia provides that the Company will pay to the Contractor interest bearing advance of Rs. _____ (Rupees _____ only) on certain terms and conditions specified in the Contract subject to the Contractor furnishing a Bank Guarantee for Rs. _____ (Rupees _____ only) in favour of the Company.

AND WHEREAS the Company has agreed to accept a Bank Guarantee from a Bank to cover the said advance.

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.

NOW THIS DEED WITNESSES AS FOLLOWS:-

(1) In consideration of the Company having agreed to advance a sum of Rs. _____ (Rupees _____ only) to the Contractor, the Guarantor do hereby guarantee the due recovery by the Company of the said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilise the said advance for the purpose of the Contract and /or the said advance together with interest as aforesaid is not fully recovered by the Company the Guarantor do hereby unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of the said sum of Rs. _____ (Rupees _____ only) any claim made by the Company on them for the loss or damage caused to or suffered by the Company by reasons of the Company not being able to recover in full the advance with interest as aforesaid.

(2) The decision of the Company whether the Contractor has failed to utilise the

said advance or any part thereof for the purpose of the Contract and / or as to the extent of loss or damage caused to or suffered by the Company by reason of the Company not being able to recover in full the said sum of Rs. _____ with interest if any shall be final and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the default or questions the correctness of any demand made by the Company in any Court Tribunal or Arbitration proceedings or before any other Authority.

- (3) 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.
- (4) The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period till the Company discharges this Guarantee, subject to however, that the Company shall have no claim under this Guarantee after i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
- (5) The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the Contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.
- (6) 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.
- (7) 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.
- (8) Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Bangalore only.
- (9) The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf under the Power of Attorney dated (To be incorporated by the Bank) granted to him by the proper authorities of the Guarantor.

IN WITNESS whereof the ____ (Bank) has hereunto set and subscribed its hand the

day, month
and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)
(Signatory No.)

DATED:

SEAL

Notes :

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

FormNo:F-11(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

Form No:F-12(Rev00)
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	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	
9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTO

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

Resident Manager

Form No:F-13 (Rev 00)

INDEMNITY BOND

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

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxxx> 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 Industrial Systems Group, Bangalore (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 "xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx".

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 with hold and adjust the Security Deposit and/or with hold 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

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 xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of M/s
xxxxxxxxxxxxxxxxxx

Witness:

FormNo:F-14(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 include its' successors, administrators, executors and permitted assigns) and (2) M/s _____, (The Second Party, i.e, the associates), a company incorporated under the Company's Act 1956, having its registered office at _____ (herein after called the "Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work of

_____ /
at _____ (herein after referred to as the said works).

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

AND WHEREAS M/s _____ (The First 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.
3. The First Party shall undertake the following part(s) of work detailed in the NIT namely
4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely.
5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works 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 responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), 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 the 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 Heavy Electricals Limited is concerned, 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].

BHARAT HEAVY ELECTRICALS LIMITED
Industrial Systems Group
Claim for Refund of Security Deposit
(Para 4.9.4 of Works Account Manual)

Ref. No. :

Date:

1. Name and address of the Contractor :
2. Contract Agreement/Work Order No. :
3. Date of contract agreement/work order :
4. Name of the work Undertaken :
5. Date of commencement of the work :
6. Date of the completion of the work :
7. Period of the maintenance :
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 security deposit refund falls due as per contract :
12. Amount deposited/recovered

Details	Amount
(a) Deposited as EMD	:
(b) Recovered from RA Bills	:
- Total amount Rs:
13. Less amounts recoverable (with details)
 - a) Amount spent by BHEL on maintenance :
 - b) Payment made on behalf of contractor :
 - c) Court dues/penalties/compensation :
 - d) Other recoveries for services etc. :
 - e) Security deposit released with final bill :
14. Net amount recommended for release (12-13) :

Date:

Signature of Engineer in Charge

BHARAT HEAVY ELECTRICALS LIMITED**Industrial Systems Group****Claim for Refund of Security Deposit****(Para 4.9.4 of Works Account Manual)****CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR**

I/We have no claim or demand outstanding against BHEL, **Industrial Systems Group** for the work done or for labour or material supplied or any other arising out of or connected with the contract agreement/ work order ----- dated----- and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' in respect of the contract agreement/work order referred to.

Date:

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER

Certified that

1. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor;
2. The maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment;
3. All the objections raised so far have been settled;
4. A note of refund of security deposit has been made in the measurement book and contract agreement/ work order.

Date:

Signature of Senior Engineer

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Rs..... (Rupees.....) only
 Accountant Accounts Officer

ACKNOWLEDGEMENT BY THE CONTRACTOR

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

Date:

Signature of Contractor

FomNo:F-16 (Rev 00)
REFUND OF GUARANTEE MONEY

BHARAT HEAVY ELECTRICALS LIMITED
INDUSTRIAL SYSTEMS GROUP, BANGALORE

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

Resident 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:

Form No:F-17(Rev 00)

**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT
AGREEMENT**

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr (Attorney)

Attested by: Director/CMD/Partner/Proprietor Witness

Notary Public

(Para 4.3.1 of Works Accounts Manual)

Date :

Sub Division :

Date of written order to commence the work :

Date of commencement of the Work :

Due date of completion as per Agreement :

Work Done Period

Page 1 of 2

II. MEMORANDUM OF PAYMENTS

- | | | | I | | II | |
|---|--|-----|-----|----|-----|----|
| | | | Rs. | P. | Rs. | P. |
| 1 | Total value of work actually measured as per Account No. 1, Column 10 | (A) | | | | |
| 2 | Total upto date 'on account' payment for work covered by approximate or plan measurements as per Account 1, Column 3 | (B) | | | | |
| 3 | Total upto date secured advances on security of materials as per column 8 of the enclosed Account (Form WAM 10) | (C) | | | | |
| 4 | Total upto date payments[(A)+(B)+(C)] | (D) | | | | |
| 5 | Total amount of Payments already made as per entry (D) of last Running Account Bill No.: RAB- dated: forwarded 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 by BHEL vide Annexure A attached | | | | | |
| | c) deduction for hire of tools and plant vide | | | | | |
| | d) by deduction for other charges vide Annexure C attached | | | | | |
| | e) by deduction on account of security deposit | | | | | |
| | f) by deduction on account of Income Tax | | | | | |

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

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No: _____ Date: _____

Entered in Journal Book vide entry No.....Date: _____

Passed for : _____

Less Deductions: _____ Rs. _____

Net Amount Payable _____ Rs. _____

(Rupees.....only)

Payable to Shri/M/s..... By cheque/cash

Entered in Contractors' Ledger No.....Page.....

Assistant Accountant Accounts Officer

Date : _____ Date : _____ Date : _____

VI. Received Rs.....(Rupees.....only) as per Memorandum of payments on amount of this work.

Signature of witness

Address :

Signature of Contractor

Date :

III. CERTIFICATE OF THE ENGINEER IN CHARGE

- 1.0 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 Shri _____ (Name & Designation) and are recorded at pages ____ to ____ of Measurement Book No _____
- 2.0 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).
- 3.0 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 such work is in no case, less than the '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

Date :

Signature of Engineer in Charge

Designation :

Date :

IV. CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that the measurements have been checked measured to the prescribed extent by Shri _____ (Name and Designation) at site and also by the undersigned and the relevant entries have been initialled the Measurement Book _____ (vide pages ____ to ____)
- 2 Certified that all the measurements recorded in the measurement book have been correctly bill
- 3 Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexure A to C attached.

Certified for payment* of Rs _____ (In words) _____

To be paid in cash/by cheque in presence of _____

ALLOCATION

The

expenditure is chargeable as under and to be included in the accounts for May 2007

Ledger Head	Debit [Gross amount]	Credit [Deductions]
	Rs. P.	Rs. P.
TOTAL		

Signature of Senior Engineer

*Here specify the net amount payable. 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

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

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 (MT)	Quantity actually, incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the contractor				REMARKS
							Rate at which recoverable	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	
							Rs. P.	Rs.	Rs. P.	Rs.	
1	2	3	4	5	6	7	8	9	10	11	12

1

TOTAL : (MT)

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date: .

Date: .

ANNEXURE B

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Description of tools and plant issue	Period for which issued	Rate at which recoverable to be made	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	Remarks
			Rs. P.	Rs. P.	Rs. P.	Rs. P.	
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

Statement showing details of other recoveries to be made from the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Particulars	Unit	Quantity	Rate at which recoverable to be made		Amount recoverable		Amount recoverable upto previous bill		Balance 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 :

ANNEXURE D
DEVIATION STATEMENT

Contract Agreement No.:

Name of the Contractor :

Name of the work :

Date :

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

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

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date : .

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER

(Correct particulars and answers to be recorded)

1. Name of the work :
2. Name of the Contractor :
3. Date of Commencement of the work :
4. Contract Agreement/ Work Order No. and date :
5. Reference to supplementary agreement no. :
6. Whether administrative approval and technical Sanction has been accorded by the competent Authority? If so, cite reference. :
7. Whether sanction of the competent authority And financial concurrence of the Accounts Department for award of the work has been Accorded ? If so, cite reference :
8. Whether the work has been completed in time? If not, whether 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). :
- 9(a) Whether the rates allowed in the bill have been checked with the contract agreement :
- 9(b) Whether the rates for extra/ supplemental items have been approved by the competent authority and the sanction communicated to the Accounts Department together with rate analysis ? If so, cite reference. :
10. Whether deviations have been approved by the competent authority ? If yes, give reference to the approval; if not, give reasons :
11. Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in the consultation with Finance. :
12. Whether discrepancies pointed out by the Accounts Department in the stores statement have been reconciled and accepted by the Accounts Department. :

13. 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 returned stores vouchers have been shown in stores statement ? If not, whether the cost of such excess material has been recovered at the prescribed rate ? Whether consumption statement in respect of materials chargeable to the bill? :
14. Whether consumption of materials shown has been technically checked by senior engineer? :
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill? :
16. Whether measurements have been checked by the engineer and senior engineer to the extent required and certificates of check recorded in the measurement books? :
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated. :
18. Whether arithmetical calculation have been checked and certificate recorded in the measurement books by person other than the one who calculated initially. :
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars. :
20. Whether all advance payment on running accounts have been recovered. :
21. Whether all the recoveries due for services Given to the contractor like rent of accommodation, water charges etc.have been recovered and whether payments made by the company on behalf of the contractor have been adjusted? :
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated? :
23. Whether hire charges of tools & plant have been recovered and the statement of hire charges with full details attached? :

24. Whether the certificate of workmanship & completion of work according to specifications ,drawings etc. is recorded by engineer/senior engineer and whether recoveries have been made for defective works, if any? :
25. Whether the corrections in the bill/ measurement books etc. have been neatly made & attested & there are no over writings? :
26. Whether the final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts? :
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to Accounts? :
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimates? :
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess? :
30. (a) If the contractor has furnished bank Guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? :
30. (b) If not, whether security deposit has been proposed to be recovered from the final bill? :
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite reference. :

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date: