

# VOLUME- ID

# FORMS & PROCEDURES

Revision 01 dt 01<sup>st</sup> June 2012

Ammendment 01 dt 01<sup>st</sup> October 2015

**BHARAT HEAVY ELECTRICALS LIMITED**



# FORMS & PROCEDURES

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# FORMS & PROCEDURES

## OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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, Power Sector - Southern Region. Chennai, 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. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. 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:

**FORMS & PROCEDURES**  
**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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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)

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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

**FORMS & PROCEDURES**  
**NO DEVIATION CERTIFICATE**

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Form No: F-03 (Rev 00)

**NO DEVIATION CERTIFICATE**

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

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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,

faithfully,

Yours

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

## FORMS & PROCEDURES

### DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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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)

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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:

**FORMS & PROCEDURES**  
**DECLARATION FOR RELATION IN BHEL**

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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.



**FORMS & PROCEDURES**  
**NON DISCLOSURE CERTIFICATE**

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Form No: F-06 (Rev 00)

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

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**NON DISCLOSURE CERTIFICATE**

I/We understand that BHEL PSSR 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 PSSR against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-35.

- 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 PSSR.

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

Date:

**FORMS & PROCEDURES**  
**BANK ACCOUNT DETAILS FOR E-PAYMENT**

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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))

-----

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

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

**FORMS & PROCEDURES**  
**FORMAT FOR SEEKING CLARIFICATION**

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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)

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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				
4				
5				
6				

Yours faithfully,

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

FORMS PROCEDURES  
CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER  
=====

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							
6							
7							
8							
9							
10							

**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.

DATE :  
PLACE:

Signature  
Name, Designation & Seal of Bidder

**FORMS & PROCEDURES**  
**CONTRACT AGREEMENT**

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**Form No: F-10 (Rev 00)**

**BHARAT HEAVY ELECTRICALS LIMITED**

*(A Government of India Undertaking)*

Power Sector – Southern Region

690, Anna Salai, Nandhanam,

Chennai 600 035

**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.

## FORMS & PROCEDURES

### CONTRACT AGREEMENT

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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

## FORMS & PROCEDURES

### CONTRACT AGREEMENT

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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.

## FORMS & PROCEDURES

### CONTRACT AGREEMENT

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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

- 1.
- 2.

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

WITNESS

- 1.
- 2.

(For and on behalf of BHEL)



**FORMS & PROCEDURES**  
**BANK GUARANTEE FOR SECURITY DEPOSIT**

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Form No: F-11 (Rev 00)

**BANK GUARANTEE FOR SECURITY DEPOSIT**

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 Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai 600 035 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

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

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

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

## FORMS & PROCEDURES

### BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

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

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the

**FORMS & PROCEDURES**  
**BANK GUARANTEE FOR SECURITY DEPOSIT**

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constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

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

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

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

(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.

## FORMS & PROCEDURES

### BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

Form No: F-12 (Rev 00)

### **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, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai 600 035, 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

## **FORMS & PROCEDURES**

### **BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE**

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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.

## FORMS & PROCEDURES

### BANK GUARANTEE FOR INTEREST BEARING REFUNDABLE ADVANCE

- (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 Chennai 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.

**FORMS & PROCEDURES**  
**FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE**

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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

 PS- R		<b>MONTHLY PLAN &amp; REVIEW WITH CONTRACTOR</b>						Page 1 of 4	
Name of Site						Contract No.			
						Name of Contractor			
Review for the month of						Brief Scope of work			
Date of Review									
PART- A PHYSICAL REVIEW									
Sl.No	Description of work	Unit of Measurement	Original Plan (QTY Planned for the month as per joint review of previous month)	Last months shortfall (attributable to Contractor)	Total Planned for the month (including previous month backlog attributable to Contractor)	Achieved	Shortfall attributable to (in Qty)		REMARKS
			(a)	(b)	C=(a)+(b)		BHEL	Contractor	
		UOM	Phy.	Phy	Phy	Phy.	Phy.	Phy.	
Use separate sheets if necessary									

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)





PS- R

# MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 2 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-1 REVIEW OF DEPLOYMENT OF MAJOR T&amp;Ps

**SUPPLIER SCOPE:-**

SN.	MAJOR T&P TO BE DEPLOYED AS PER WORK PLANNED FOR THE MONTH	QTY.	DEPLOYMENT STATUS (ACTUAL DEPLOYED)	REMARKS (WORKS EFFECTED DUE TO NON- DEPLOYMENT OF T&Ps

**BHEL SCOPE:-**

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- R

# MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 3 of 4

CONTRACT NO:

CONTRACTOR:

PART – B-2 REVIEW OF DEPLOYMENT OF MANPOWER

**SUPPLIER SCOPE:-**

SNO.	AREA OF WORK	CATEGORY OF LABOUR	NO. OF LABOUR REQUIRED AS PER CATEGORY	DEPLOYED FOR THE PERIOD	REMARKS (WORKS AFFECTED DUE TO NON-AVAILABILITY OF LABOUR)

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)



PS- R

# MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 4 of 4

**CONTRACT No.:****Date of Report:****PART C1 : PLAN FOR THE NEXT MONTH (PHYSICAL)**

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY (EXCLUDING SHORTFALLS ATTRIBUTABLE TO CONTRACTOR TILL DATE)	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

**PART C2: PLAN FOR THE NEXT MONTH  
(OTHERS)**

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

BHEL  
(Sign with name, designation and date)

CONTRACTOR  
(Sign with name, designation and date)

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Ammendment 01

Page 1 of 9

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#1.01	Cumulative number of days in the month, the nominated Quality Officer or his authorised nominee was not available	QUALITY	0.35			Quality Officer or his authorised nominee should be available for all the days	Daily Log Book entry/Incident Registers/letter references
#1.02	Shortfall in number of weekly Quality meetings in the month, not conducted or not attended by Quality officer or his authorised nominee	QUALITY	0.7			Quality meetings to be held every week	Daily Log Book entry/Incident Registers/letter references
#1.03	Level of compliance wrt decisions taken in previous Quality meetings	QUALITY	0.35			Number of consolidated issues discussed in Quality meetings	Daily Log Book entry/Incident Registers/letter references
#1.04	Number of batches of welding electrodes, cement, sand , aggregate, consumable, Paints etc as applicable for which test certificates not submitted OR MM & MH pkg: ) In case of MM & MH package, monthly checks	QUALITY	0.375			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.05	Number of incidences of improper storage of inflammable gases and liquids, fuel etc	QUALITY	0.35			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.06	Total number of complaints in the month on non-preservation of materials under the custody of the contractor / erected in his scope.	QUALITY	0.35			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.07	Cumulative number of days in the month delayed due to poor organisation/planning of works at site.	QUALITY	0.625			Cumulative number of days delayed	Daily Log Book entry/Incident Registers/letter references
#1.08	Total number of rework instances in a month necessitated due to improper works/procedures by contractor	QUALITY	0.625			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#1.09	Total number of complaints received in the month on the quality of finish / aesthetics	QUALITY	0.65			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Ammendment 01

Page 2 of 9

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#1.10	Total number of instances in the month, House keeping NOT attended to inspite of instructions by BHEL -ie removal / disposal of surplus earth / debris / scrap / unused / surplus cable drums / other electrical items / surplus steel items / packing materials, thrown out scrap like weld butts, cotton waste etc from the working area to identified locations	QUALITY	0.625			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.01	Number of times the workplan submitted FOR THE NEXT MONTH is REJECTED for not being supported with proper T&P (major) and Manpower.	PERFORMANCE	3.47			Number of rejections	Daily Log Book entry/Incident Registers/letter references
#2.02	Number of times the Work plan (unloading and storage plans in case of MM & MH packages) is not supported by relevant construction/layout drawings - like A4 plan / elevation views of plan status for structures / pressure parts/Civil Works, Piping isometrics for piping, Layout / PID / System reference sketch, Unloading/storage plans etc as applicable for the works planned	PERFORMANCE	3.47			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.03	Cumulative number of days of delay in submission of plan FOR THE NEXT MONTH supported by deployment plan of Major T&Ps and Manpower (as per C-1 & C-2 of Format F-14)	PERFORMANCE	1.73			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.04	Percentage of delayed submission of Daily Reports for Progress, Labour etc	PERFORMANCE	1.87			Percentage of daily reports delayed/Scheduled date is each day for the previous day	Daily Log Book entry/Incident Registers/letter references
#2.05	Number of days delayed for submission of log sheets / protocols / Monthly Progress reports for the work executed during the month under measurement	PERFORMANCE	0.93			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.06	Shortfall attributable to contractor as a percentage of what is clearly executable (In line with Terms of payment) by contractor as per the plan (part-A of F-14) for the subject month	PERFORMANCE	20.67			Percentage calculated as per part-A of F-14	Progress review formats

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Ammendment 01

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Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#2.07	Cumulative number of days in the month for which feedback/briefing on plans for the day and the progress of previous day was not given to BHEL	PERFORMANCE	2.67			Cumulative number of days for which briefing or feedback not given/each day for the previous day	Daily Log Book entry/Incident Registers/letter references
#2.08	Cumulative number of major instances in the month hampering/affecting progress of work due to improper management of labour and T&P at site leading to slowed progress of work or extended the completion of works	PERFORMANCE	3.47			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.09	Cumulative number of days of work lost due to interface issues with fellow contractors/ customers leading to stoppage / delay in works, attributable to the contractor	PERFORMANCE	1.73			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.10	Number of times the commitments on augmentation of resources as per plan for the month have slipped	PERFORMANCE	3.47			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.11	Number of days the submission of Running bills for the month are delayed	PERFORMANCE	0.93			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.12	Number of days the supporting documents for the Running bills submitted for the month are delayed	PERFORMANCE	0.93			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#2.13	Number of times updations were not carried out in maintainance of records in PC in a form approved by BHEL at site (as applicable for respective packages).	PERFORMANCE	1.33			Cumulative number of days updation not carried out/	Daily Log Book entry/Incident Registers/letter references
#2.14	Number of times the Top Management of contractor did not respond to critical issues of site, for the month	PERFORMANCE	3.47			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.15	Number of refusals for improvement/remedial measures suggested by BHEL	PERFORMANCE	0.67			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Ammendment 01

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Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#2.16	Cumulative number of days in the month the works were stopped / refused on interpretation of contract clauses/scope due to tendency of taking undue advantage by interpreting contract clauses in their favour	PERFORMANCE	2.67			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#2.17	Number of times rework refused	PERFORMANCE	1.73			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#2.18	Cumulative number of days in the month recording/logging was not done in daily log/ history register / hindrance register maintained at BHEL Site Office	PERFORMANCE	1.33			Cumulative number of days recording or logging was not done/all days of the month	Daily Log Book entry/Incident Registers/letter references
#2.19	<b>Erection Agency:</b> Cumulative number of major instances in the month hampering/affecting progress of work due to delayed or non-deployment of separate gang for material handling works OR <b>MM Agency:</b> Cumulative number of major instances in the month hampering/affecting erection work due to not identifying or not locating or not retrieving of materials required by erection agency	PERFORMANCE	3.47			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.01	Number of days of delay in submission of PLAN vis a vis ACTUAL deployment of Manpower for the month under review (as per part B-2 of F-014)	RESOURCES	1.5			Number of days delayed/ Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#3.02	Number of days of non-availability of supporting staff at office for submission of required reports/documentation as required for the contract	RESOURCES	1.5			Cumulative number of days supporting staff not available	Daily Log Book entry/Incident Registers/letter references
#3.03	Number of days of delay in submission of PLAN vs ACTUAL deployment of major T&P for the month under review (as per B-1 of F-14)	RESOURCES	2.5			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#3.04	Cumulative number of major instances in the month hampering/affecting progress of work due to non availability of operator / fuel in contractor's scope for Major T&P and MME	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Amendment 01  
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Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#3.05	Cumulative number of major instances in the month hampering/affecting progress of work due to breakdown or non availability of major T&P and MME for the work	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.06	Cumulative number of major instances in the month hampering/affecting progress of work due to non-availability of proper T&P/MME (number, capacity adequacy, and working condition) under the scope of contractor	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.07	Number of times Contractor's T&P (items common to BHEL and Contractor) was NOT made available before requesting for the same T&P from BHEL	RESOURCES	2.5			Total number of requests from contractor	Daily Log Book entry/Incident Registers/letter references
#3.08	Cumulative number of major instances in the month hampering/affecting progress of work due to non-availability of Consumables under the scope of contractor	RESOURCES	2.5			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#3.09	Cumulative number of days in the month lost due to use of improper consumables like electrodes, gases, Cement, sand, etc as applicable	RESOURCES	2			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references
#4.01	Number of deviations from the site organisation report submitted initially wrt deployment for the current month affecting work progress.	SITE INFRASTRUCTURE & SERVICE	0.94			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#4.02	Cumulative number of days in the month lost due to delayed renewal in respect of Labour license, Insurance, electrical licence, factory inspector etc as applicable	SITE INFRASTRUCTURE & SERVICE	0.94			Cumulative number of days lost	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor



## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Amendment 01

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Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#4.03	Number of non-compliances of Statutory requirements like validity of Labour Licence, Labour Insurance, PF, etc and any other applicable Regulation	SITE INFRASTRUCTURE & SERVICE	0.5			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#4.04	Cumulative number of days in a month poor illumination is reported at storage area, erection area, pre-assy area and other designated areas by BHEL site.	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.05	Number of days of non-availability of well maintained toilets facilities for workers (separate for men and women)	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.06	Number of days of non-availability of potable drinking water stations for workers in specified areas.	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.07	If applicable as per contract, Provision of Water meter for each point of distribution and cumulative number of days of non-submission of water consumption / non-working of water meter	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.08	Provision of Energy meter for each point of distribution and cumulative number of days of non-submission of energy consumption / non-working of energy meter	SITE INFRASTRUCTURE & SERVICE	0.44			Total number of non compliances/random checks	Daily Log Book entry/Incident Registers/letter references
#4.09	Commitment of Top Management of Contractor for welfare of labour	SITE INFRASTRUCTURE & SERVICE	0.44			Percentage of welfare activities done	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Ammendment 01  
Page 7 of 9

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#5.01	Number of days delayed in making labour payments of the last month	SITE FINANCE	2.14			Number of days delayed/Scheduled date is 10th day of the month succeeding the month under reference	Daily Log Book entry/Incident Registers/letter references
#5.02	Number of complaints from sub supplier for non receipt of payments	SITE FINANCE	1.43			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#5.03	Number of times the site operations are hampered for want of funds at the disposal of site-in-charge.	SITE FINANCE	1.43			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#6.01	Cumulative number of days in a month the nominated Safety Officer or his authorised nominee is not available	HSE & SA	0.5			Safety Officer or his authorised nominee should be available for all the days	Daily Log Book entry/Incident Registers/letter references
#6.02	Shortfall in number of weekly safety meetings in the month conducted or attended by the Safety Officer or his authorised nominee	HSE & SA	0.25			Safety meetings to be held every week	Copy of Minutes of meeting
#6.03	Level of compliance wrt decisions taken in previous Safety meetings	HSE & SA	0.25			Number of consolidated issues discussed in Safety meetings	Daily Log Book entry/Incident Registers/letter references
#6.04	Delay in submission of monthly report on safety in the prescribed form	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#6.05	Number of days taken for lodging FIRs from date of occurrence/notice of incident of theft / accident etc	HSE & SA	0.25			Number of days delayed/Scheduled date is the next date of occurrence/notice of incidence	Copy of FIR lodged by Contractor
#6.06	Number of times warnings issued for using scaffoldings other than steel	HSE & SA	0.25			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#6.07	Number of times punitive fines imposed for not complying with use of PPE	HSE & SA	0.375			Total number of non compliances	Non-compliance intimation documents from BHEL site

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Amendment 01

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Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#6.08	Number of times punitive fines imposed for unsafe practices	HSE & SA	0.345			Total number of non compliances	Copy of fine intimation documents from BHEL site
#6.09	Delay in number of days in submission of monthly report on provisions, maintainance and validity of fire extinguishers	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	Daily Log Book entry/Incident Registers/letter references
#6.10	Delay in number of days in submission of monthly report on provisions and maintenance of Electrical Safety for Equipments	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	copy of report
#6.11	Delay in number of days in submission of monthly report on provisions and maintainance of proper ELCBs for Electrical Safety of Personnel.	HSE & SA	0.25			Number of days delayed/Scheduled date is first working day of next month	copy of report
#6.12	Number of times the agency has defaulted on display of safety posters / safety slogans / safety barriers/emergency numbers etc in identified areas	HSE & SA	0.25			Total number of non compliances	Non-compliance intimation documents from BHEL site
#6.13	Non compliances observed during HSE and Safety Audit	HSE & SA	0.25			Total number of non compliances	Daily Log Book entry/Incident Registers/letter references
#6.14	Cumulative number of days in the month, First Aid Kits were not maintained at designated places at site	HSE & SA	0.25			Cumulative number of days	Non-compliance intimation documents from BHEL site
#6.15	Cumulative number of days in the month, there was non-availability of Ambulance or Emergency vehicle ( whichever applicable) at Site.	HSE & SA	0.25			Cumulative number of days Ambulance or Emergency vehicle not available	Daily Log Book entry/Incident Registers/letter references
#6.16	Number of days taken for submission of Root Cause analysis (RCA) for the accident /theft/ incidence from the cut off date intimated by BHEL for submission of RCA <b>NOTE:</b> Occurrences of last month to be accounted for in the evaluating month)	HSE & SA	0.25			Number of days delayed/Scheduled date is 7th day of occurrence or notice of incidence <b>NOTE:</b> Occurrences of last month to be accounted for in the evaluating month)	Daily Log Book entry/Incident Registers/letter references

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor

## MONTHLY PERFORMANCE EVALUATION OF CONTRACTOR

Form No: F-15 (Rev 01) Ammendment 01  
Page 9 of 9

Project		Vendor				Package & Unit	
SL	Parameter for Measurement	Classification	Max Score	Score Obtained		Measurement Key/Scheduled date	Supporting Documents`
#6.17	Cumulative number of days in the month Women labour were deployed for office or site works during night hours (anytime between 18.00 hrs to 08.00 hrs)	HSE & SA	0.25			Cumulative number of days	Daily Log Book entry/Incident Registers/letter references
#6.18	Cumulative number of days in the month children under the age of 18 years were deployed for office or site works	HSE & SA	0.25			Cumulative number of days	Daily Log Book entry/Incident Registers/letter references

A

Performance Score Summary for the Month	Total score	Score Obtained
QUALITY	5	
PERFORMANCE	60	
RESOURCES	20	
SITE INFRASTRUCTURE & SERVICE	5	
SITE FINANCE	5	
HSE & SA	5	
OTHERS	0	
<b>TOTAL</b>	<b>100</b>	<b>0</b>

**NOTE:**


- 1) It is only indicative and shall be as per the online format issued by BHEL from time to time.
- 2) No request will be entertained after specified date of the current month w.r.t changes requested in the scores of immediate previous month.

Name and Signature of BHEL Package Incharge

Name and Signature of Contractor


**FORMS & PROCEDURES**  
**ANNUAL EVALUATION OF CONTRACTOR PERFORMANCE**

Form No: F-17 (Rev 01)

	<b>ANNUAL EVALUATION OF CONTRACTOR PERFORMANCE</b> (EVALUATED FINANCIAL YEAR WISE AT HQ)	Page 1 of 1																																																
<p><b>1. Contract No.:</b></p> <p><b>2. Scope of work</b></p> <p><b>3. Name of Contractor :</b></p> <p><b>4. Name of Site :</b></p> <p><b>5. Reporting Period (Financial Year): April' 20__ to Mar' 20__</b></p>																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 10%;">Sl No</th><th style="width: 40%;">Month</th><th style="width: 50%;">Net Weighted score</th></tr></thead><tbody><tr><td>1a</td><td>April ____ (year)</td><td></td></tr><tr><td>1b</td><td>May ____ (year)</td><td></td></tr><tr><td>1c</td><td>June ____ (year)</td><td></td></tr><tr><td>1d</td><td>July ____ (year)</td><td></td></tr><tr><td>1e</td><td>Aug ____ (year)</td><td></td></tr><tr><td>1f</td><td>Sep ____ (year)</td><td></td></tr><tr><td>1g</td><td>Oct ____ (year)</td><td></td></tr><tr><td>1h</td><td>Nov ____ (year)</td><td></td></tr><tr><td>1i</td><td>Dec ____ (year)</td><td></td></tr><tr><td>1j</td><td>Jan ____ (year)</td><td></td></tr><tr><td>1k</td><td>Feb ____ (year)</td><td></td></tr><tr><td>1l</td><td>Mar ____ (year)</td><td></td></tr><tr><td>1m</td><td>Total score for the year</td><td></td></tr><tr><td>2</td><td>Average for the financial Year (total score divided by number of months scores filled)</td><td></td></tr><tr><td>3</td><td><b>Annual Evaluation of Contractor Performance</b> (based on net weighted score)</td><td><ul style="list-style-type: none"><li>➤ 80% and above : Good</li><li>➤ Between 60% to 80% : Satisfactory</li><li>➤ 60% and below : Unsatisfactory</li></ul></td></tr></tbody></table>			Sl No	Month	Net Weighted score	1a	April ____ (year)		1b	May ____ (year)		1c	June ____ (year)		1d	July ____ (year)		1e	Aug ____ (year)		1f	Sep ____ (year)		1g	Oct ____ (year)		1h	Nov ____ (year)		1i	Dec ____ (year)		1j	Jan ____ (year)		1k	Feb ____ (year)		1l	Mar ____ (year)		1m	Total score for the year		2	Average for the financial Year (total score divided by number of months scores filled)		3	<b>Annual Evaluation of Contractor Performance</b> (based on net weighted score)	<ul style="list-style-type: none"><li>➤ 80% and above : Good</li><li>➤ Between 60% to 80% : Satisfactory</li><li>➤ 60% and below : Unsatisfactory</li></ul>
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<p><b><u>Comments if any:</u></b></p> <div style="text-align: right; margin-top: 20px;"><b>Head/Subcontracts</b>  <b>General Manager/Projects</b></div>																																																		
<p><b>Date:</b></p>																																																		

## FORMS & PROCEDURES

Form No: F-18 (Rev 01)

	<b>OVERALL PERFORMANCE OF CONTRACTOR FOR THE CONTRACT</b> (EVALUATED CONTRACT WISE AT HQ)	Page 1 of 1
1. Contract No.: 2. Scope of work 3. Name of Contractor: 4. Name of Site : 5. Reporting period (From :    To :    )		
<b>Sl No</b>	<b>FINANCIAL YEAR</b>	<b>Average of Net Weighted score (abstract of Annual evaluation of contractor performance – Form No F-17 (Rev 01)</b>
1		
2		
3		
4		
5		
6	Total	
7	Average score	
8	<b>Overall Performance for the Contract</b> (based on net weighted score)	➤ 80% and above : Good ➤ Between 60% to 80%: Satisfactory ➤ 60% and below : Unsatisfactory
<u><b>Comments if any:</b></u>		
		<b>Head/Subcontracts</b>
		<b>General Manager/Projects</b>
<b>Date:</b>		

**FORMS & PROCEDURES**  
**MILESTONE COMPLETION CERTIFICATE**

---

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

SI 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)

**FORMS & PROCEDURES**  
**CONTRACT COMPLETION CERTIFICATE**

---

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)



# FORMS & PROCEDURES

## INDEMNITY BOND

---

Form No: F-21 (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 <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- Southern Region, 690, Anna Salai, Nandhanam, Chennai-35, Tamilnadu. (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).

## FORMS & PROCEDURES

### INDEMNITY BOND

---

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 xxxxxxxxxxxxxxxxxxxx

Witness:

1  
2

# FORMS & PROCEDURES

## CONSORTIUM AGREEMENT

---

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 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 (\_\_\_\_\_).

## **FORMS & PROCEDURES**

### **CONSORTIUM AGREEMENT**

---

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.

## FORMS & PROCEDURES

### CONSORTIUM AGREEMENT

---

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
2. OFFICIAL ADDRESS

(FIRST PARTY)

WITNESS

For

1. NAME
2. OFFICIAL ADDRESS

(SECOND PARTY)

[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].

# FORMS & PROCEDURES

## REFUND OF SECURITY DEPOSIT

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 with Tender conditions (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:-----

**FORMS & PROCEDURES**  
**REFUND OF GUARANTEE MONEY**

---

Form No: F-24 (Rev 00)

**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR, SOUTHERN REGION**

---

**REFUND OF GUARANTEE MONEY**

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: \_\_\_\_\_

# FORMS & PROCEDURES

## REFUND OF GUARANTEE MONEY

---

### 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: \_\_\_\_\_



**FORMS & PROCEDURES**  
**POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT**  
**AGREEMENT**

---

Form No: F-25 (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, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai-35 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

**FORMS & PROCEDURES**  
**ANALYSIS OF UNIT RATES QUOTED**

---

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

Sl. No.	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		
	<b>TOTAL</b>	100%	

Yours faithfully,

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

# FORMS & PROCEDURES

## RUNNING ACCOUNT BILL

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	since last	Total										
As per	running	up to										
Running	account	date										
Account	bill											
bill												
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.

FORMS & PROCEDURES  
RUNNING ACCOUNT BILL

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) ...

Deduct value of work shown on the last  
Running Account Bill (B) ...

Net value of work done since last (C) ...

Rupees (in words) .....only.

## FORMS & PROCEDURES

### RUNNING ACCOUNT BILL

Form WAM 6 (contd...)

#### II.MEMORANDUM OF PAYMENTS

		I		II	
		Rs.	P.	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 entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

## FORMS & PROCEDURES RUNNING ACCOUNT BILL

Form WAM 6 (contd...)

### III. CERTIFICATE OF THE ENGINEER IN CHARGE

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 .....  
.....(Name and Designation) and are recorded at pages.....of 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  
Date:

Signature of Engineer in charge  
Designation:  
Date:

### IV. CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that measurements have been check measured to the prescribed extent by .....(Name and Designation)  
at site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages.....)
2. Certified that all the measurements recorded in the measurement book have been correctly billed for
3. Certified that all recoverable 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)

Credit (Deductions)

Rs. P.

Rs. P.

Total

\* Here specify the net amount payable.

Signature of Senior Engineer  
Date:

## FORMS & PROCEDURES RUNNING ACCOUNT BILL

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.....

Ledger Head	ALLOCATION		Code no:	
	Estimate No: Name of the Work:			
	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:

# FORMS & PROCEDURES

## RUNNING ACCOUNT BILL

Form WAM 6 (contd...)

### ANNEXURE A

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 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 recovered up to 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:



## FORMS & PROCEDURES

### RUNNING ACCOUNT BILL

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		Amount recover- able		Amount recovered upto previous bill		Balance now recovered		Remarks
			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:

## FORMS & PROCEDURES

### RUNNING ACCOUNT BILL

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:		

# FORMS & PROCEDURES

## RUNNING ACCOUNT BILL

Form WAM 6 (contd...)

### ANNEXURE D

Name of the Contractor:  
Name of the Work:

Contract Agreement No:  
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 executed 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 the deviation with authority, if any
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 **												
Total as per last running account bill Rs.	Since last running account bill Rs	Total up to date Rs	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
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 coulms 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 pallant, e\water, electricity charges etc, have been correctly made vide Annexures A

7 Certified that the issues of all stores as per statement atyached (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)		Credit (Deduction)
	Rs.	P	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

ALLOCATION		Code No
Estimate No:		
Name of the Work .....		
Ledger Head	Debit	Credit
	(Gross Amount)	(Deduction)
	Rs      P	Rs
.....	.....	.....
Total	.....	.....

Assistant                      Accountant                      Accounts officer  
 Date:                              Date:                              Date:

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 .....

SI 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 recoverabl e from the contractor or supplied free	Rate at which recoverable		Amount Recoverabl e		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		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

SI 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		Amount Recoverabl e		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		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

SI No 1	Description of tools & plants issued 2	Period for which issued 3	Rate at which Recivory is to be made 4	Amount recoverabl e Rs P 5		Amount recoverable upto previous bill Rs P 6		Balance Now recovered Rs P 7		Remarks 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							
	Cost of empty gunny bags and empty containers not 5 returned							
	6							
	7							
	8							
	9							
	10							
Total								

Signature of Contractor  
Date

Signature of Engineer Incharge  
Date

Signature of Sr. Engineer  
Date

**ANNEXURE D -**  
**DEVIATION STATEMENT :**

Name of the Contractor :

Contract Agreement/Work Order No. :

Name of the Work :

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

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

## 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)		Rate chargeable for excess/short consumption, if any	Amount recoverable for excess/short consumption, including materials not returned	
								More	Less	Rs. P.	Rs. P.	
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.....

Subject of Contract Agreement/Work Order No.....Dated.....

**Name of work;**

**FREE OF COST**

Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required 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 recovera ble 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 theoretical consumption should be attached in support of the quantity specified in column 6

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars 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 administrative approval and technical sanction has been accorded by the competent authority ? If so ,cite reference	
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.	
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)	
(a) Whether the rates allowed in the bill have been checked with the contract agreement ? (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.	
Whether 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 consultation with Finance?	
Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?	



<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars 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 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 statements in respect of materials chargeable to the work have been attached to the bill?	
Whether consumption of materials shown has been technically checked by Senior Engineer?	
Whether materials issued and used in the work is not less than that required for consumption in work according to our specification? If consumption is less, whether necessary recovery has been made in the bill?	
Whether measurements have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the measurement books?	
Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Accounts Department?	
Whether arithmetical calculations have been checked and certificate recorded in the measurement 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 particulars.	
Whether all advance payments on running Accounts have been recovered?	
Whether all the recoveries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from measurement books/ standard measurement 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?	

<b>QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER</b>	
(Correct particulars 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 attested and there are no overwriting?	
Whether final measurements have been taken as soon as possible after completion of work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts?	
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	
Whether the expenditure 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 the sanctioned estimate/ administrative 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 competent to sanction the excess?	
(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? (b) If not, whether security deposit has been proposed to be recovered from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite reference.	
Signature of Engineer in Charge	Signature of Engineer in Charge
Date:	Date:

FORMS & PROCEDURES  
REVERSE AUCTION PROCEDURE

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**REVERSE AUCTION PROCEDURE**

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this NIT for the subject work, tender shall be processed through “REVERSE AUCTION PROCEDURE” i.e. ON LINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at “Total Cost to BHEL”.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
10. During Reverse Auction, the process of reverse auction is unsuccessful then BHEL at its discretion may decide to call the L1 bidder of reverse auction for further negotiation.
11. Sealed bid reverse auction: The opening bid (in the initial auction) of the bidders shall be same as that quoted in their final sealed price submitted to BHEL. The bidder shall confirm in writing to BHEL that their opening bid in both cases shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical bid.

## FORMS & PROCEDURES

### REVERSE AUCTION PROCEDURE

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12. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
13. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
14. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
15. Bids given by the bidders during the reverse auction process will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. BHEL shall take appropriate action as the lowest bidder do not execute the contract as per the rates quoted by him.

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved



in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

## **Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal

(Office Seal)

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For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_