



**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERECTION SERVICES DEPARTMENT**

**GENERAL CONDITIONS OF CONTRACT**  
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**GENERAL CONDITIONS OF CONTRACT**

**FOR**


**WORKS**


**( SECTION – I & II )**


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**ERECTION SERVICES DEPARTMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**  
 ( A Government of India Undertaking )  
**BOILER AUXILIARIES PLANT**  
**INDIRA GANDHI INDUSTRIAL COMPLEX**  
**RANIPET – 632 406**


 <b>Ranipet</b>	<b>Bharat Heavy Electricals Limited</b> <b>Boiler Auxiliaries Plant, Ranipet –632 406</b> <b>ERECTION SERVICES DEPARTMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT</b> <b>ES : F : 010</b>  <b>Page No.: 02 of 18</b>
<b>SECTION –I</b>		
<p><b>1. GENERAL INSTRUCTIONS TO BIDDERS</b></p> <p><b>1.1. DESPATCH INSTRUCTIONS:</b></p> <p><b>1.1.1.</b> This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.</p> <p><b>1.1.2.</b> The tender shall be addressed to Officer inviting tender as indicated in the tender notice.</p> <p><b>1.1.3.</b> Tenders submitted by post shall be sent by “REGISTERED POST WITH ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered.</p> <p><b>1.1.4.</b> Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.</p> <p><b>1.1.5.</b> The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt in the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.</p> <p><b>1.1.6.</b> Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.</p> <p><b>1.1.7.</b> Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information furnished shall be complete by itself.</p> <p><b>1.1.8.</b> The bidders shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.</p> <p><b>1.1.9. Discrepancy in Quoted Rates :</b></p> <ol style="list-style-type: none"> <li>If, in the price structure quoted, there is a discrepancy between the Unit rate quoted and the Total Price (which is obtained by multiplying the unit price by the quantity) due to arithmetical errors, the Unit rate quoted will be considered valid and the Total price will be corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of decimal point in the unit price. In which case the total price as quoted shall govern and the unit price corrected accordingly.</li> <li>If there is an error in total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</li> <li>If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> <li>If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date before which the bidder has to send their acceptance on the above lines. If the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.</li> </ol> <p><b>1.1.10.</b> For the purpose of the tender, the metric system of units shall be used.</p> <p><b>1.1.11.</b> All entries in the tender shall either be typed or be written in ink. Erasers and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the bidder.</p> <p><b>1.2. QUALIFICATION OF BIDDERS:</b> Only bidders who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work duly submitting details of experience along with the offer. Offers from bidders who do not have proven and established experience in the field are not likely to be considered.</p>		


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<b>1.3. DATA TO BE ENCLOSED:</b> Full information shall be given by the bidder in respect of the following. Non- submission of these information may lead to rejection of the offer.		
<b>1.3.1. FINANCIAL STATUS:</b> A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the bidder enjoys or solvency certificate from the concerned Government authority. Information required in Annexure A <sub>7</sub> shall be furnished by the bidder along with the offer.		
<b>1.3.2. INCOME TAX CERTIFICATE:</b> A certificate of Income Tax clearance from the appropriate authority in the forms prescribed there for indicating annual turnover and the Sales Tax clearance certificate from the appropriate authorities as prescribed by the concerned state government, if any. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.		
<b>1.3.3. PREVIOUS EXPERIENCE:</b> A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the bidder indicating the particulars, value of each work, the site location, the duration, date of completion, a list of site locations and particulars and value of various services that are under progress. Information required in Annexure –BI & BII shall be furnished by the bidders along with the offer.		
<b>1.3.4. ORGANISATION CHART:</b> The Organisation pattern that is presently available with the bidder and that will be employed by the bidder for this work shall be furnished.		
<b>1.3.5.</b> An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign)		
<b>1.3.6. IN CASE OF AN INDIVIDUAL:</b> His full name, address and place and nature of business shall be indicated.		
<b>1.3.7. IN CASE OF PARTNERSHIP FIRMS:</b> The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.		
<b>1.3.8. IN CASE OF COMPANIES:</b> Date and place of registration including date of commencement certificate in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished) are to be furnished.		
<b>1.3.9.</b> Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.		
<b>1.3.10</b> Names and particulars including addresses of the Directors and their previous experiences shall be furnished.		
<b>1.3.11</b> A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.		
<b>1.3.12</b> In addition to the above, the particulars required in various annexure shall also be furnished.		
<b>EARNEST MONEY DEPOSIT:</b>		
<b>1.4.1.</b> Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.		
<b>1.4.1.1. EMD shall be deposited in cash ( as permissible under income tax act ), Banker's cheque, Payorder or Demand Draft ( payable at Ranipet in favour of "Bharat Heavy Electricals Ltd.," ) Electronic Fund Transfer in BAP/BHEL account (before tender Opening) only. No other form of EMD remittance shall be acceptable to BHEL.</b>		

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<p><b>1.4.1.2.</b> In case of payment of EMD in the form of Cash, the amount should be remitted by the bidder to the Cash Office of Bharat Heavy Electricals Limited, BAP,Ranipet-632 406 during it's working hours and cash receipt issued shall be enclosed along with the tender.</p> <p><b>1.4.2.</b> Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected.</p> <p><b>1.4.3.</b> The Earnest Money Deposit of the successful tenders may be retained towards part of Security Deposit.</p> <p><b>1.4.4.</b> In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after finalisation of the tender.</p> <p><b>1.4.5.</b> Earnest Money Deposit by the bidder will be forfeited as per tender documents if the bidder:</p> <p><b>1.4.5.1.</b> Fails to communicate unqualified acceptance of Letter of Intent within 15 days of date of Letter of Intent.</p> <p><b>1.4.5.2.</b> Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within fifteen days after award of contract.</p> <p><b>1.4.5.3.</b> After opening of Tender, revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates/conditions.</p> <p><b>1.4.5.4.</b> Fails to submit SD as indicated in the Letter of Intent.</p> <p><b>1.4.6.</b> Earnest Money deposit shall not carry any interest.</p> <p><b>1.5. AUTHORISATION AND ATTESTATION:</b></p> <p><b>1.5.1.</b> Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.</p> <p><b>1.6. VALIDITY OF OFFER:</b> The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer , which shall be binding on the bidders.</p> <p><b>1.7. EXECUTION OF CONTRACT:</b> The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form (Annexure-D) with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.</p> <p><b>1.8. SECURITY DEPOSIT:</b></p> <p><b>1.8.1.</b> Upon acceptance of tender, the successful bidder within the time specified in the letter of intent must deposit the required amount of Security Deposit for satisfactory execution of work and shall not commence work under this contract before remitting security deposit except as directed by BHEL.</p> <p><b>1.8.2.</b> The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p><b>1.8.3.</b> Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <ul style="list-style-type: none"> <li>i) Cash (as permissible under the extant Income Tax Act)</li> <li>ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL</li> <li>iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL</li> <li>iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)</li> <li>v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)</li> </ul>		


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<p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p>		
<p><b>1.8.4.</b> Collection of Security: At least 50% of the required Security Deposit, including the EMD, required to be submitted before start of the work. Balance of the Security Deposit can be recovered by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.</p>		
<p><b>1.8.5.</b> If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p>		
<p><b>1.8.5</b> Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.</p>		
<p><b>1.8.6</b> If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.</p>		
<p><b>1.8.7</b> BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.</p>		
<p><b>1.8.8 RETURN OF SECURITY DEPOSIT:</b></p> <p>If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the prescribed form (Annexure-F) and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. <b>It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.</b></p>		
<p><b>1.9. REJECTION OF TENDER AND OTHER CONDITIONS</b></p>		
<p><b>1.9.1.</b> The acceptance of Tender will rest solely with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.</p>		
<p><b>1.9.1.1.</b> To reject any or all of the bidders.</p>		
<p><b>1.9.1.2.</b> To split up the work amongst two or more Bidders.</p>		
<p><b>1.9.1.3.</b> To award the work in part.</p>		
<p><b>1.9.1.4.</b> Either of the contingencies stated in (1.9.1.2) and (1.9.1.3) above to modify the time for completion suitably.</p>		


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<p><b>1.9.1.</b> Conditional and Unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.</p> <p><b>1.9.2.</b> Conditional and Unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.</p> <p><b>1.9.3.</b> If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.</p> <p><b>1.9.4.</b> BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.</p> <p><b>1.9.5.</b> If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any other money due shall also be forfeited.</p> <p><b>1.9.6.</b> Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form are liable to rejection.</p> <p><b>1.9.7.</b> Should a bidder or contractor or in the case of a firm or company of contractors one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.</p> <p><b>1.9.8.</b> The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.</p> <p><b>1.9.9.</b> No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.</p> <p><b>1.10. NO INTEREST shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.</b></p>		


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<p>2.1. <b>DEFINITION:</b> The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.</p> <p>2.1.1. <b>BHEL or (B.H.E.L Ltd)</b> shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorised Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.</p> <p>2.1.2. <b>“GENERAL MANAGER”</b> shall mean the Officer in Administrative charges of contracting unit of BHEL.</p> <p>2.1.3. <b>“ENGINEER”</b> or <b>“ENGINEER IN CHARGE”</b> shall mean Engineer who is in-charge for the works referred in Erection Services. The term also includes PROJECT MANAGER, “RESIDENT MANAGER” “SITE ENGINEER “ “ RESIDENT MANAGER” and “ASSISTANT SITE ENGINEER “ of BHEL at the site as well as the Officers in-charge at Head Office.</p> <p>2.1.4. <b>“SITE”</b> shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.</p> <p>2.1.5. <b>“CLIENTS OF BHEL”</b> or <b>“CUSTOMER”</b> shall mean the project authorities to whom BHEL is supplying the equipments.</p> <p>2.1.6. <b>“CONTRACTOR”</b> shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators, successor and permitted assignees.</p> <p>2.1.7. <b>“CONTRACT”</b> or <b>“CONTRACT DOCUMENT”</b> shall mean/and include the agreement or work order, the accepted appendices of rates, schedules, quantities, if any and general conditions of contract, the special conditions of contract, instructions to the bidders, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/Acceptance Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender document or subsequent letters shall not form part of the contract unless specially accepted in writing by BHEL, in the Letter of intent and incorporated in the agreement.</p> <p>2.1.8. <b>“GENERAL AND SPECIAL CONDITIONS OF CONTRACT”</b> shall mean the “Instructions to Bidders and General and Special Conditions of Contract” pertaining to the work for which the bidders are called for.</p> <p>2.1.9. <b>“TENDER SPECIFICATIONS”</b> shall mean the “SPECIFIC CONDITIONS, Technical specifications, appendices, site informations and drawings” pertaining to the work in which the bidders are required to submit their offer, Individual specification number will be assigned to each tender specification..</p> <p>2.1.10. <b>“TENDER DOCUMENTS”</b> shall mean the General and Special Conditions of Contract(2.1.8) and tender specification(2.1.9).</p> <p>2.1.11. <b>“LETTER OF INTENT”</b> shall mean the intimation by a letter to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.</p> <p>2.1.12. <b>“COMPLETION TIME”</b> Shall mean the period by date specified in the acceptance of tender or date mutually agreed upon for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.</p> <p>2.1.13. <b>“PLANT”</b> shall mean and cannot the entire assembly of the plant and equipments covered by the contract.</p> <p>2.1.14. <b>“EQUIPMENT”</b> shall mean all equipments, machinery, materials, structurals, electricals and other components of the plant covered by the contract.</p> <p>2.1.15. <b>“TESTS”</b> shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contract work or part thereof.</p> <p>2.1.16. <b>“APPROVED” “DIRECTED”</b> or <b>“INSTRUCTED”</b> shall mean approved, directed or instructed by BHEL.</p>		


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<p><b>2.1.17. “WORK OR CONTRACT WORK”</b> shall mean and include supply of all categories of labour specified consumables, tools and tackles required for complete and satisfactory site transportation handling, stocking, storing, erecting, testing, and commissioning of the equipments to the entire satisfaction of BHEL.</p> <p><b>2.1.18. “SINGULAR AND PLURAL ETC”</b> works carrying singular number shall also include plural and vice versa, where the context so required. Words importing the masculine gender shall be taken to include the feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.</p> <p><b>2.1.19. “HEADINGS”</b> The headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p> <p><b>2.1.20. “MONTH”</b> shall mean calender month, unless specified otherwise in the tender.</p> <p><b>2.1.21. “WRITING”</b> shall include any manuscript typewritten or printed statement under the signature of BHEL.</p> <p><b>2.2. LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</b> The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).</p> <p><b>2.3. ISSUE OF NOTICE:</b> The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.</p> <p><b>2.4. USE OF LAND:</b> No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.</p> <p><b>2.5. COMMENCEMENT OF WORKS:</b></p> <p><b>2.5.1.</b> The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.</p> <p><b>2.5.2.</b> If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.</p> <p><b>2.5.3.</b> All the works shall be carried out under the direction and to the satisfaction of BHEL.</p> <p><b>2.5.4.</b> The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.</p> <p><b>2.6. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:</b></p> <p><b>2.6.1.</b> All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.</p> <p><b>2.6.2.</b> For Progress running bill payment: The contractor shall present detailed measurement working sheets, in quadruplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per letter of intent. The basis of arriving at the quantities/weight shall be the relevant documents and drawings released by BHEL.</p>		





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<p><b>2.6.3.</b> These measurement working sheets will be checked and vetted by BHEL Engineers and quantities and percentage eligible for payment under various groups shall be decided by BHEL engineers. The abstract of quantities and percentage so arrived based on the terms of payment shall be entered in Measurement Book and signed by both the parties.</p> <p><b>2.6.4.</b> Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in Measurement Book and signed by both the parties and paid duly effecting recoveries due.</p> <p><b>2.6.5.</b> All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained otherwise.</p> <p><b>2.6.6.</b> Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.</p> <p><b>2.6.7.</b> The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.</p> <p><b>2.6.8.</b> The contractor shall bear the expenditure involved, if any, in making the measurement. The contractor shall, without extra charges provide all the assistance with appliances and other things necessary for measurement.</p> <p><b>2.6.9.</b> If, at any time due to any reason, whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re-measurements shall be borne by the contractor.</p> <p><b>2.6.10.</b> Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.</p> <p><b>2.6.11.</b> Final measurement bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractors shall give unqualified 'No Due' and 'No Demand' certificate. All the tools and tackles loaned to them should be returned in condition satisfactory to BHEL. Quantities/Weight erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill, only guarantee obligation percentage shall remain unpaid which shall be released in accordance with clause 2.13. The final bill quantities and financial value shall also be entered in Measurement Book and signed by both the parties to the contract.</p>		
<p><b>2.7 RIGHTS OF BHEL</b></p> <p>BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.</p> <p><b>2.7.1.</b> To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues.</p> <p><b>2.7.2.</b> To withdraw any portion of work and/or to restrict/alter quantum of work as indicated and get it done through other agency and/or with departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons/BHEL's obligation to its customer.</p> <p><b>2.7.3.</b> To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :</p> <p><b>2.7.3.1.</b> Contractor's continued poor progress.</p> <p><b>2.7.3.2.</b> Withdrawal from or abandonment of the work before completion of the work.</p>		


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<p>2.7.3.3. Corrupt act of contractor.</p> <p>2.7.3.4. Insolvency of the contractor.</p> <p>2.7.3.5. Persistent disregards to the instructions of BHEL.</p> <p>2.7.3.6. Assignment transfer, sub-letting of the contract without BHEL's permission.</p> <p>2.7.3.7. Non-fulfillment of any contractual obligations.</p> <p>2.7.4. To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.</p> <p>2.7.5. Liquidated Damages: Time is the essence of the contract. The Contractor has to complete the entire scope of work within the contract period. If the Contract-period gets extended due reasons solely attributable to the contractor, then the "Liquidated Damages" at the rate as specified in the NIT shall be levied. However, if nothing is mentioned in the NIT, the applicable <b>LD will be of ½% of the contract value per day of delay or part thereof subject to a ceiling of 10% of contract value</b>, unless otherwise specifically waived-off.</p> <p>2.7.6. To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.</p> <p>2.7.7. To effect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.</p> <p>2.7.8. To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.</p> <p>2.7.9. To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor and to recover the expenditure on account of the same from contractor's bills.</p> <p>2.7.10. While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.</p> <p>2.7.11. In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.</p> <p><b>2.7.12. Cancellation of contract in part or full for contractor's default:</b></p> <p>If the contractor:</p> <p>a) makes default in commencing the work within a reasonable time from the date of handing over of the site and continue in that state after a reasonable notice from Engineer-in-charge.</p> <p style="text-align: center;">OR</p> <p>b) in the opinion of the Engineer-in-charge at any time whether before or after the date / extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge</p> <p style="text-align: center;">OR</p> <p>c) fails to comply with any of the terms and conditions of the contract or after 7 days notice in writing with orders properly issued there under</p> <p style="text-align: center;">OR</p> <p>d) fails to complete the work order and items of work as per individual dates for completion and clear the site on or before the date of completion or fails to achieve the progress set out in accordance with the provisions of contract.</p>		

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<p>The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue to BHEL, cancel the contract as a whole or in part thereof or only such work order items of work in default from the contract. Whenever the Accepting officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor's risk and cost , provided always that in the event of the cost of completion (as certified by Engineer-in-charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL. If the cost of completion exceeds, the money due to the contractor under this contract the contractor shall either pay the excess amount ordered by General Manager or the same shall be recovered from the contractor by other means. Engineer-in-charge will have power to take possession of site and materials, constructional plant, implements, stores etc there on.</p> <p>In case BHEL completes the work or any part thereof under the provisions of the contract conditions, then such completion is to be taken in to account in determining the excess cost to be charged to the contractor under this condition and shall consist of the cost of materials purchased and / or labour provided by BHEL, with an addition of such percentage to cover superintendence and establishment charges as may be decided by the General Manager, whose decision shall be final and conclusive.</p> <p><b>2.7.13.</b> If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or of the contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if there after be any balance out standing from the contractor, it shall be recovered in accordance with the provisions of the contract.</p> <p><b>2.7.14.</b> <b>BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.</b></p> <p><b>2.8. RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS Etc.</b></p> <p>The following are the responsibilities of the Contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.</p> <p><b>2.8.1.</b> As far as possible unskilled workers shall be engaged from the local areas in which the work is being executed.</p> <p><b>2.8.2.</b> The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.</p> <p><b>2.8.3.</b> The contractor shall comply with all state and Centrals Laws, Statutory Rules, Regulations etc., inclusive of those regarding labour and industrial laws which are applicable from time to time and they shall comply with the provisions of the said labour legislations, rules and regulations framed under the provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952 shall be strictly followed.</p> <p><b>2.8.4.</b> The contractor shall pay all taxes, including sales Tax on works contract if any fees, license, charges, deposits duties, tool royalty commissions or other charges which may be leviable on account of any of his operations in execution of the contract in case BHEL is forced to pay any of such taxes. BHEL shall have the right to recover the same from the contractor either from his bills or other wise as deemed fit.</p> <p><b>2.8.5.</b> While BHEL would pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, Inspection Certificate etc., will have to be made by the contractor. However BHEL will not make any payment to Boiler Inspector in connection with contractor's welders qualification/requalification tests etc.</p> <p><b>2.8.6.</b> The contractor shall be responsible for provision of health and sanitary arrangements (more particularly described in Contract Labour Regulation &amp; Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of the contract.</p> <p><b>2.8.7.</b> The contractor shall be responsible for providing proper accommodation including adequate medical facilities for the personnel employed by him.</p> <p><b>2.8.8.</b> The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.</p>		

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<p><b>2.8.9.</b> The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused it is the responsibility of the contractor to make good the losses or compensate for the same.</p> <p><b>2.8.10.</b> All the properties/equipments/components of BHEL their client loaned with or without deposit to the contractor in connection with contract shall remain the properties of BHEL/their client. The contractor shall use such properties for purpose of execution of this contract, all such properties/equipments/components shall be deemed to be in good condition when received by the Contractors unless he notifies within 48 hours to the contrary. The Contractor shall return them in good condition as and when required by BHEL/their client. In case of non-return, loss, damage, repairs etc, the cost thereof, as may be fixed by the site Engineer, will be recovered from the Contractor.</p> <p><b>2.8.11.</b> It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability/possibility BHEL's customer's handing equipment and other plants may be made available to the contractor on payment of the hire charges/free of charges, as fixed subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance such hire charges if applicable shall be recovered from contractors bills/security deposit in one installment.</p> <p><b>2.8.12.</b> The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection/construction/performing work under the contract.</p> <p><b>2.8.13.</b> In case the Contractor is required to undertake any work outside the scope of this contract the rate payable shall be those mutually agreed upon.</p> <p><b>2.8.14.</b> Any delay in completion of works/non-achievement of periodical targets, due to reasons attributable to the contractor, the same will have to be compensated by the Contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.</p> <p><b>2.8.15.</b> The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.</p> <p><b>2.8.16.</b> All safety rules and codes applied by the client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards signs etc, or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view prevent pilferage, accidents, fire hazards and due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials and construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipments, lifting tools, tackles, etc., as per prescribed standards and practices.</p> <p><b>2.8.17.</b> The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the type payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL Site office on or before 15th of every succeeding month.</p> <p><b>2.8.18.</b> In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.</p> <p><b>2.8.19.</b> No levy of payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.</p> <p><b>2.8.20.</b> Also no idle labour charges will be admissible in the event of any stoppage caused in the work resulting contractor's labour being rendered idle due to any cause at any time.</p> <p><b>2.8.21.</b> The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL/their client.</p> <p><b>2.8.22.</b> Contractor shall not stop the work or abandon the site for whatsoever reason or dispute, excepting for force major conditions. All such problems/dispute, shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.</p>		


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<p><b>2.9. CONSEQUENCES OF CANCELLATION:</b></p> <p>Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 2.7 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.</p> <p><b>2.9.1.</b> In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.</p> <p><b>2.10 INSURANCE:</b></p> <p><b>2.10.1.</b> BHEL/their customer shall arrange for insuring the materials/properties of BHEL / customer covering the risks during transit, storage, erection and commissioning.</p> <p><b>2.10.2.</b> It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.</p> <p><b>2.10.3.</b> If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.</p> <p><b>2.10.4.</b> If due to contractor's carelessness's, negligence of non-observance of safety precautions damage to BHEL's /customer's property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.</p> <p><b>2.10.5.</b> It shall be the responsibility of the contractor to provide security arrangement for the equipment/materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.</p> <p><b>2.11. STRIKES &amp; LOCKOUTS:</b></p> <p><b>2.11.1.</b> The contractor will be fully responsible for the entire dispute and other issues connected with his labour. In the event of the contract labour resorting to strike or the contract resorting to lock-out and if the strike or lock-out declared is not settled within a period of one month, BHEL, shall have the right to get the erection work executed employing its won labour or through any agencies or both and the cost so incurred by BHEL be deducted from the contractor's bills.</p> <p><b>2.11.2.</b> For any purpose whatsoever the employees of the contractor shall not be deemed to be in the employment of BHEL.</p> <p><b>2.12. FORCE MAJEURE:</b></p> <p><b>2.12.1</b> The following shall amount to FORCE MAJEURE:</p> <p>Act of God or of any Government, War, Sabotage, Riots, Civil commotion, Police action revolution, Flood, Fire, Cyclones, Earth quake and epidemic and other similar causes over which the contractor has no control.</p> <p><b>2.12.2.</b> If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by FORCE MAJEURE as defined above, the agreed time of completion of the job covered by this contract or the obligation of contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.</p>		

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<p><b>2.13. GUARANTEE:</b></p> <p>Even though the work will be carried out under the supervision of BHEL Engineers the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of work as certified by the Engineer for good workmanship and shall rectify free of cost all defects due to faulty erection, detected during the guarantee period starting from the date of the completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from Security Deposit/other dues or by other legal means.</p> <p><b>2.14. ARBITRATION:</b></p> <p>Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, willing to act as such arbitrator.</p> <p>The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.</p> <p>The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.</p> <p>The arbitrator shall give a separate award in respect of each dispute or difference referred to him.</p> <p>The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.</p> <p>In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE(GM-1)dated 1<sup>st</sup> January 1976 or its amendments for arbitration shall be applied.</p> <p style="text-align: center;">*+*</p>		

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<b>CONTRACT AGREEMENT</b>		
<p> <b>AGREEMENT NO: BAP : ERN : BHE :</b> <b>DATE:</b> </p> <p> Name of work : </p> <p> Name of the contractor with full address : </p> <p> Amount of tender accepted : </p> <p> Letter of Intent No. : </p> <p> Time allotted for completing the work :  (date of completion) </p> <p style="text-align: right;"> (Officer authorized to sign the agreement) </p> <p> CONTRACTOR </p>		





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<b>ANNEXURE 'E'</b> <b>PROFORMA FOR SECURITY DEPOSIT</b>		
<p>THIS DEED OF GUARANTEE made this day of _____ by Messrs. _____ (hereinafter called the Bank) in favour of Messrs. <u>BHARAT HEAVY ELECTRICALS LIMITED, RANIPET</u> having its Registered Office at New Delhi (hereinafter called the Principal)</p>		
<p>WHEREAS Messrs. _____ (hereinafter called the Contractor) has entered in to a Contract with Bharat Heavy Electricals Ltd., Ranipet arising out of Letter of Intent No. _____ Dt. _____ addressed by the Principal to the Contractor (hereinafter called the said agreement) for</p>		
<p>AND WHEREAS the said Agreement provides that the contractor shall pay a sum of Rs. _____ (Rupees _____ only) towards 50% of full Security Deposit to be made in the form and manner therein specified.</p>		
<p>AND WHEREAS the Contractor have approached the Bank and at their request and in consideration of the agreement arrived at between the said contractor and the Bank, the Bank has agreed to give such guarantee as hereinafter mentioned to the Principal.</p>		
<p>NOW, therefore, these present witness that we the Bank by the hand Mr. _____ its lawfully and duly constituted attorney, do hereby undertake to pay to the principal a sum of Rs. _____ (Rupees _____ only) without demur on demand being made by the principal and to keep the principal indemnified to the extent of Rs. _____ by</p>		
<p>virtue of this guarantee against any loss or damage caused to or suffered by the principal by reason of any breach by the aforesaid contract of any of the terms and or conditions, stipulations or undertakings of any one of them contained in the said Agreement and the tender documents attached thereto and for the payment of any money or moneys payable by the said contractor to the principal under the terms and conditions of the said Agreements (the decisions regarding the breach, loss damage or payment due being solely in the discretion of the Principal).</p>		
<p>We further undertake to pay without demur the aforesaid amount in a lump sum on demand or such part thereof as the Principal may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions its correctness in any Court Tribunal or Arbitration Proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the principal, to the Contractor in or fulfilling the said agreement between contractor and the principal and the guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said agreement irrespective of whether notice of such change or/variation is given to us or not and claim to receive such notice of any change/and or variation of the terms and or variation of the terms and or/conditions of the said agreement is hereby specifically waived by us. Further we shall not be release from this guarantee by any forbearance of the exercise or non-exercise of any of the powers or rights under the said agreement by the principal against the contractor irrespective of whether notice of such forbearance enforcement or non-enforcement of any powers or rights, modifications or change made in the said agreement or concessions shown to contractor by the principal is given to us or not.</p>		
<p>The guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of or change in the constitution of the contractor but shall in all respects and for all purposes be binding and operative until all payments of all moneys due or that may hereafter become due to the principal in respect of any liability or obligations of the contractor under the said agreement.</p>		
<p>We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee subject to however that the principal shall have no rights under this guarantee after the expiry of six months from the date of completion of the contract (the date of completion shall be as certified by the Principal) unless this guarantee is extended by agreement.</p>		
<p>Any claim or dispute arising under the terms of this contract shall only be enforced or settled in the Court having jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu)</p>		
<p>And lastly the Bank undertakes not to revoke this guarantee during its currency except with the previous consent of the principal in writing.</p>		
<p>The bank hereby declares that it has power to issue this guarantee under that Bank's Memorandum and Articles of Association and the undersigned has power to do so on its behalf under the power of Attorney granted to him by the proper Authorities of the Bank.</p>		
<b>Date:</b>	<b>(Name of the Bank &amp; Place)</b>	
<b>Seal:</b>	<b>DESIGNATION OF THE AUTHORISED PERSON SIGNING THE GUARANTEE</b>	

**Bharat Heavy Electricals Limited**  
**Boiler Auxiliaries Plant, Ranipet –632 406**  
**ERECTION SERVICES DEPARTMENT**

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### ANNEXURE –'F' NO DEMAND CERTIFICATE

- 1) Name of work :
- 2) Agreement Date :
- 3) I/We certify that
  - a) I/We have completed the above work to the entire satisfaction of BHEL.
  - b) I/We have handed over all the balance materials, components, tools and tackles, machinery and other equipment of BHEL.
  - c) I/We have received the final payment from BHEL for the above work.
  - d) I/We have no further demand whatsoever from BHEL.

I/We, therefore request you to refund to me/us the security deposit of

Rs. \_\_\_\_\_.

(Rupees \_\_\_\_\_ only)

and the Bank guarantee No.:\_\_\_\_\_dt. \_\_\_\_\_.

Rs. \_\_\_\_\_.

After deducting all cost of expenses or other amounts that are to be paid by me/us to BHEL under this contractor other contract entered into by me/us with BHEL.

**SIGNATURE OF THE  
CONTRACTOR WITH SEAL**

**Place:**

**Date:**

**Witness            1)**

2)

**3)**